

Oct 9

Daniel Deane

THE
Young CLERK's
MAGAZINE:
OR,

English Law-Repository.

CONTAINING

A Variety of the most useful Precedents of Articles of Agreement, Bonds, Bills, Recognizances, Releases, Letters and Warrants of Attorney, Awards, Bills of Sale, Gifts, Grants, Leases, Assignments, Mortgages, Surrenders, Jointures, Covenants, Copartnerships, Charterparties, Letters of Licence, Compositions, Conveyances, Partitions, Wills, and all other Instruments that relate to Publick Business.

WITH

Necessary Directions for making Distresses for Rent, &c. as the LAW between Landlord and Tenant now stands.

To which is added

The Doctrine of FINES and RECOVERIES,
and their FORMS.

Together with

Those of Common Writs, Affidavits, Memorials for Registring Deeds, &c. in *Middlesex*; as also a choice Collection of Declarations in the KING's BENCH and COMMON PLEAS.

By a Practitioner in the Law.

In the SAVOY:

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Daniel Deacon

1770

1769m
20

[Signature]

JUL 3 1908

(*David Dawson*
1778

T H E
P R E F A C E.

IT is very much the Interest of the Public, that Conveyancing be made as clear and short as possible, since it has so great a Share in the Government of all Mens Properties. To which End a *Manual* is here compiled from the best Authors, and no Pains spared to make it, what we hope will be thought, of Service to Practitioners, who, tempted by the Cheapness and compendious Size of it, as well as by its useful Contents, may condescend to take it into their *Portmanteaux*: At least it may be so to Clergymen, Gentlemen, and
A 2 others,

The P R E F A C E.

others, who, if they place it in their *Studies*, and have Command of the Pen, might often save to themselves or their poor Neighbours, the Trouble and Expence of applying, upon small Occasions, to those of the Profession.

What is added more, being from the best Authorities, we cannot doubt will appear as useful as the rest.

THE

THE Young CLERK's MAGAZINE, &c.

THIS Treatise chiefly consists of Instructions in the Practice of *Conveyancing*, one of the most profitable and reputable Parts of the Business of an Attorney or Scrivener; the *Laws* and *Precedents* relating to which, we shall reduce to the following Method, *viz.*

Of Agreements or Contracts, Awards, Bonds, Conditions, Recognizances, Letters and Warrants of Attorney, Covenants, Releases, Indentures, Charter-parties, Copartnerships, Bargains and Sales, Inrolments, Gifts, Grants, Exchanges, Leases, Mortgages, Assignments, Defeasances, Surrenders, Uses, Trusts, Conveyances by Lease and Release, Feoffments, Jointures and Marriage Settlements, Wills, Codicils, Eines, Recoveries, &c.

Of Contracts or Articles of Agreement.

ARTICLES of Agreement are used for ascertaining what is mutually agreed upon by the Parties hereto, either in Respect to the Sale of Estates, Performance of Work, Service, or any other Thing contracted to be done, in Consideration of Money, Wares, &c. And here it is always safest either to have separate Bonds in sufficient Penalties, or an obligatory pe-

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nal Clause inserted in the Body of those Articles, for the true Performance of what is therein contracted.

Contracts that are not to be performed within the Space of a Year, must be put in Writing, otherwise will not be binding to the Parties contracting. And on an Agreement for the Sale of ten Pounds Value, or upwards, it is requisite that the Buyer actually receive Part of the Goods sold, give something in Part, or as Earnest; or that some Note or Memorandum of the Bargain be taken in Writing and sign'd by the Parties.

A single Penny given in Earnest, and accepted by the Seller, confirms any Agreement for the Sale of Goods, &c. though of the greatest Value.

Articles for the Sale of an Estate, with a Penal Clause for Performance of Covenants.

AR TICLES of Agreement, indented, made concluded and agreed upon the — Day of — in the — Year of the Reign of — and in the Year of our Lord, — Between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, as followeth:

First, the said *A. B.* in Consideration of the Sum of 500*l.* of lawful Money of Great Britain, to be paid as is herein after-mentioned and agreed, doth covenant and agree with the said *C. D.* that he the said *A. B.* shall and will, at the proper Costs and Charges in the Law of the said *C. D.* on or before, &c. next ensuing, by such Conveyances, Ways and Means in the Law, as the Counsel of the said *C. D.* shall reasonably advise, devise and require, well and sufficiently grant, convey and assure to the said *C. D.* his Heirs and Assigns, or to whom he or they shall appoint, and to such Uses as he or they shall direct, all those Messuages, &c. [here set forth the Premises.]

And the said *C. D.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant and with the said *A. B.* his Heirs and Assigns, that the said *C. D.* shall and will, on executing the said Conveyance or Conveyances, pay or cause to be paid

the said *A. B.* his Heirs or Assigns, the said Sum of 500*l.* as and for the Purchase-Money for the said Messuage and Premises above-mentioned.

And it is further agreed by and between the said Parties to these Presents, that the said *C. D.* his Heirs and Assigns, shall and may on or before, &c. next, enter into and upon the said Messuage and Premises, and from thence receive and take the Rents, Issues and Profits thereof, to his and their own Uses.

* And lastly, for the due Performance of all and singular the Covenants and Agreements aforesaid, the said *A. B.* and *C. D.* do bind themselves, their Heirs, Executors and Administrators, each to the other, his Executors, Administrators and Assigns, in the penal Sum of 1000*l.* of lawful Money of Great Britain, firmly by these Presents. In Witness whereof the said Parties to these Presents have hereunto interchangeably set their Hands and Seals, the Day and Year above-written.

*Sealed and delivered in the
Presence of,*

* Note, This Clause, when the Articles are wrote on three Sixpenny Stamps, and no other Security than that of the Parties contracting is required, sufficiently serves to supply the Place of separate Bonds for Performances of Covenants.

Articles for the rebuilding of Mills.

ARTICLES of Agreement indented, made, &c. between *A. B.* of, &c. *C. D.* of, &c. and *E. F.* of, &c. of the one Part, and *G. H.* of, &c. of the other Part.

First, the said *G. H.* for the Considerations herein after-mentioned and expressed, doth covenant, promise and agree, to and with the said *A. B. C. D.* and *E. F.* and each and every of them, their, each and every of their Executors, Administrators and Assigns, that he the said *G. H.* shall on or before, &c. next ensuing the Day of the Date of these Presents; repair and go to, &c.

and there in a good and workman-like Manner, according to the best of his Art and Skill, by and with the Directions of the said *A. B. C. D.* and *E. F.* or the one of them, well and sufficiently rebuild, or cause to be rebuilt the Mills of, &c. with such Materials, and Workmen to be employ'd under him, as they the said *A. B. C. D.* and *E. F.* or any of them, their, or any of their Executors, Administrators or Assigns, shall find, appoint, and provide for the same.

In Consideration whereof, and as an Encouragement to the said *G. H.* to be diligent and faithful in the Undertaking aforesaid, they the said *A. B. C. D.* and *E. F.* do hereby, for themselves, their and every of their Heirs, Executors and Administrators, covenant, promise and agree, to and with the said *G. H.* well and truly to pay, or cause to be paid to the said *G. H.* his Executors, Administrators or Assigns, for all such Time as he shall be employed by them the said *A. B. C. D.* and *E. F.* or any of them, in rebuilding the Mills aforesaid, weekly and every Week, the Wages of five and twenty Shillings a Week, and so in Proportion for a less Time than a Week, to be paid to him the said *G. H.* by the said *A. B. C. D.* and *E. F.* some, or one of them at, &c. And also that they the said *A. B. C. D.* and *E. F.* some or one of them, as a further Encouragement to the said *G. H.* shall and will pay, or cause to be paid to him the said *G. H.* over and above the Wages aforesaid, the Sum of ten Pounds, lawful Money of *Great Britain*, in Manner following, (that is to say) five Pounds one Half thereof to be paid him down in Hand, and the other five Pounds to be paid on the finishing of the Rebuilding of the Mills aforesaid, to the Satisfaction and good liking of them the said *A. B. C. D.* and *E. F.* their Executors, Administrators or Assigns, or any of them.

And lastly, the said *G. H.* doth covenant, promise and agree, to and with the said *A. B. C. D.* and *E. F.* their Executors, Administrators and Assigns, and every of them, by three Presents, that he the said *G. H.* shall not absent or depart from the Work and Rebuilding aforesaid, without Leave in Writing first had and obtained from the said *A. B. C. D.* and

E. F.

E. F. some or one of them, for the doing thereof, on Pain of forfeiting for every Day of such Absence, the Sum of five Shillings, to be stopped and deducted by the said *A. B. C. D.* and *E. F.* some or one of them, their, some or one of their Executors, Administrators or Assigns, out of the Wages aforesaid, *In Witness, &c.*

Articles between a Merchant and his Apprentice.

AR TICLES of Agreement indented, made, &c. between *A. B.* of, &c. of the one Part, and *C. D.* Son of *E. D.* of, &c. and the said *E. D.* of the other Part, in Manner following, (that is to say).

Whereas the said *A. B.* the Day of the Date of these Presents, in Consideration of the Affection which he hath and beareth to the said *C. D.* is contented to take the said *C. D.* to be his Apprentice or Servant, in Merchandising Affairs; and to employ him therein, as well in Parts beyond the Seas, as in the Kingdom of *Great Britain*, where the said *A. B.* shall, or may hereafter, or now hath Trading and Dealings, for the Space of seven Years, to commence from, &c. And thereupon the said *E. D.* Father of the said *C. D.* doth covenant and agree, to and with the said *A. B.* his Executors, Administrators and Assigns, in Manner following, (that is to say)

First, That the said *C. D.* his Son, shall, during the said Term of seven Years (if he so long live) diligently and faithfully, to the utmost of his Power and Skill, serve him the said *A. B.* in his Trade of Merchandising, and other his lawful Affairs, in such Place and Places, as he the said *A. B.* shall think fit to appoint. *And* that he the said *C. D.* at all Times hereafter, during the said Term, shall receive and take into his Charge and Custody, all such Goods, Wares and Merchandises whatsoever, as by or for the Use or Account of the said *A. B.* shall be consign'd or sent to him the said *C. D.* or which he shall any Way be entrusted with, *And* also sell, utter and dispose of the

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same Goods, Wares and Merchandises to the best Profit and Advantage he can, for the said *A. B.* his Executors, Administrators and Assigns. *And* shall also during the said Term, duly follow and perform the Advice, Directions and Orders of him the said *A. B.* which shall by Letter, or otherwise, be sent, given, or made known to him the said *C. D.* about or concerning the Merchandising and Business aforesaid.

And that he the said *C. D.* shall at the proper Costs and Charges of the said *A. B.* his Executors or Administrators, provide and keep in good and due Order, the Books of Accounts concerning his said Employment, as aforesaid, according to the Custom of Merchants in such Cases; and shall deal justly and faithfully to and with the said *A. B.* his Executors, Administrators and Assigns, in all and every his Accounts, Reckonings, Bargains and Dealings relating to his said Employment. *And* shall constantly, once in six Months, during the Term aforesaid, transmit and give in to the said *A. B.* his Executors, Administrators or Assigns, true Accounts of all the Business and Dealings of him the said *C. D.* in the Premises: *And* shall also send Letters of Advice to the said *C. D.* when abroad, of all Occurrences wherewith it shall be proper the said *A. B.* should be acquainted. *And* it is further agreed that the said *C. D.* shall from Time to Time, upon reasonable Request, shew and produce all his Books of Accounts concerning his Dealings aforesaid; and make and give unto the said *A. B.* his Executors, Administrators or Assigns, a just, true and faithful Account in Writing, of, for and concerning all and every such Goods, Wares, Money, Debts and Merchandises whatsoever, as well of the said *A. B.* for his own proper Use, as jointly with any other Person or Persons, which shall hereafter come to the Hands or Charge of him the said *C. D.* or for which the said *C. D.* should or ought to be accountable unto the said *A. B.* his Executors, Administrators or Assigns. *And* likewise that he the said *C. D.* shall, within once a Month, next after such Account made and given in, well and truly pay and deliver to the said *A. B.* his Executors, Administrators or Assigns, all and every such Wares, Money, Goods,

Goods, Debrs, Merchandises, and other Things whatsoever, as by or upon the Foot of the said final Account shall appear to be, and be found due and belonging to him the said *A. B.* his Executors, Administrators or Assigns, by or from the said *C. D.* *In Witness,* &c.

Articles of Marriage.

AR TICLES of Agreement of three Parts, intended, made, &c. between *A. B.* of, &c. of the first Part, *E. D.* of, &c. Daughter of, &c. of the second Part, and *C. D.* of, &c. and *E. F.* of, &c. of the third Part, as followeth :

Whereas the said *C. D.* is seised to her and her Heirs in Fee-simple, of and in certain Lands, Messuages or Tenements, with their Appurtenances, situate, lying and being, &c. *And whereas* a Marriage is shortly intended to be had and solemnised between the said *A. B.* and *E. D.* with whom the said *A. B.* is to have and receive 2000*l.* in Money, over and besides the Lands, &c. above-mention'd, as and for her Marriage-Portion, it is therefore covenanted and agreed, by and between the said Parties to these Presents, in Manner and Form following, (that is to say)

First, The said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant and agree, to and with the said *C. D.* and *E. F.* their Heirs and Assigns, that they the said *A. B.* and *E. D.* his intended Wife, in Case the said intended Marriage shall be had and solemnised, by Fine and other good and sufficient Conveyances in the Law, shall settle and assure all those Lands, Messuages or Tenements, with the Appurtenances, whereof she the said *E. D.* is seised as aforesaid, to the Use and Behoof of the said *A. B.* and his Assigns, during the Term of his natural Life; and from and after the Determination of that Estate, then to the Use and Behoof of the said *C. D.* and *E. F.* their Heirs and Assigns, during the natural Life of the said *A. B.* in Trust, to preserve and support the contingent Remainders herein-after limited; and from and

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after the Decease of the said *A. B.* then to the Use and Behoof of the said *E. D.* his said intended Wife, for and during the Term of her natural Life ; and from and after her Decease, then to the Use and Behoof of the Heirs of the Body of the said *E. D.* by the said *A. B.* lawfully to be begotten ; and for Default of such Issue, then to the Use and Behoof of the said *E. D.* her Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever.

And whereas the said *E. D.* is also possessed of, or interested in, for the Remainder of a Term of ninety-nine Years (if she shall so long live) all that Messuage or Tenement, with the Appurtenances, situate, &c. by Virtue of a certain Indenture of Lease thereof granted to the said *E. D.* by *L. M.* of, &c. Now the said *A. B.* for himself, his Heirs, Executors and Administrators, doth further covenant, grant and agree, to and with the said *C. D.* and *E. F.* their Heirs and Assigns, that they the said *A. B.* and *E. D.* his said intended Wife (in Case the said Marriage shall take Effect) shall and will, by like good and sufficient Conveyances in the Law, settle and assure the said Messuage or Tenement, with the Appurtenances, in such Manner, as that the same may be held and enjoyed, and the Rents and Profits thereof may be had, received and taken by the said *A. B.* and his Assigns, during so many Years of the said Term, as he shall happen to live ; and from and after his Decease, then by the said *E. D.* his said intended Wife, and her Assigns, for and during so many Years of the said Term as she shall happen to live ; and from and after her Decease, then by such Children of the said *E. D.* by the said *A. B.* to be begotten, in such Manner as it may not be in the Power of the said *A. B.* to defeat such their Issue ; and for Default of such Issue, then by the Executors, Administrators or Assigns of the said *E. D.* and upon no other Trust, and to or for no other Use, Intent or Purpose whatsoever.

And forasmuch as the *A. B.* is not at present seised or possessed of an Estate sufficient to make a Jointure for the said *E. D.* his intended Wife, equivalent to her Fortune, the said *A. B.* doth for himself, his Heirs, Executors

Executors and Administrators, covenant, grant and agree to and with the said *C. D.* and *E. F.* their Heirs and Assigns, that, in Case the said intended Marriage shall take Effect, and he the said *A. B.* shall happen to die in the Life-time of the said *E. D.* that then he the said *A. B.* shall and will, by his Last Will and Testament in Writing. or otherwise, give and assure unto the said *E. D.* the Sum of 2000*l.* of lawful Money of *Great Britain*, or the full Vaule thereof in Lands, Tenements, Goods or Chattels, to be at her own proper Disposall, and to be by her received and taken to her own proper Use and Benefit. *In Witness, &c.*

Here follow the Forms of Minutes or Notes of Agreement, in some Cases requisite to be reduced into Writing; more especially on the Sale of Goods of 10*l.* Value, or where the Agreement allows of above a Year's Time for the Performance of the Thing contracted.

Minutes of Agreement on a Sale of Wheat.

Memorandum, it is agreed by and between *A. B.* of, *&c.* and *C. D.* of, *&c.* That he the said *C. D.* in Consideration of three hundred Quarters of Wheat sold to him this Day by the said *A. B.* and by him agreed to be delivered to the said *C. D.* free of all Charges and Expences whatsoever, on or before, *&c.* next, shall and will pay, or cause to be paid to the said *A. B.* or his Assigns, within three Months after such Delivery, the Sum of, *&c.* And the said *A. B.* in Consideration of the Agreement aforesaid of the said *C. D.* doth promise and agree, on or before, *&c.* aforesaid, at his own proper Expence, to send in and deliver to the said *C. D.* or his Assigns, the said three hundred Quarters of Wheat, so sold to him as aforesaid, and that he the said *A. B.* shall and will warrant the same to be good clean and merchantable Grain. *In Witness* whereof the Parties above-named, have hereunto set their Hands, *&c.* in the Year, *&c.*

Witness

*Minutes of Agreement between a Housekeeper
and his Lodger.*

Memorandum, it is agreed by and between *A. B.* of, &c. and *C. D.* of, &c. as follows, *viz.*

The said *A. B.* in Consideration of the Rent herein-after mention'd and agreed to be paid to him, hath let-ten to the said *C. D.* one Room, up two Pair of Stairs forwards, Part of the now Dwelling-house of the said *A. B.* situate, &c. together with the Furniture at present standing therein, that is to say, one Table, &c. To hold to the said *C. D.* for the Term of two Years, to commence from, &c. at the yearly Rent of, &c. to be paid Quarterly, to wit, at, &c.

The said *C. D.* in Consideration hereof, agrees to pay the aforesaid yearly Rent of, &c. at the Times above limited for Payment thereof; and at the End of the Term, or in Case of any Default in Payment, shall and will, on Request of the said *C. D.* or his Assigns, immediately yield and deliver up to him or them, the peaceable and quiet Possession of the said Room, together with the whole Furniture, he, from the first Entrance thereon, there found and possessed, in good and sufficient Plight and Condition, reasonable Wear and Tear only accepted. *In Witness, &c.*

Of Awards or Arbitrations.

An Award is a Judgment given by Persons chosen by contesting Parties, for determining the Matters in Controversy, according to the Compromise and Submission, and agreeable to Reason and good Conscience.

This Submission is either by Bond or Rule of Court, (which last is surest) and is to set forth the particular Matters in Difference, and submit the Determination thereof to certain Persons therein named.

Where an Award is made by a single Person, he is generally called an *Umpire*, and his Judgment an *Umpirage*; but when by more, the Determination is called an

an *Award* or *Arbitration*; and the Actors therein *Arbitrators*.

The Judgment or Award must be reasonable, so that what is awarded to be done by one Party, be the Consideration of what the other is to do, otherwise it is void, as it would be, in a Case where any thing unlawful or impossible is awarded.

It must likewise admit of no Doubtfulness or Uncertainty in the Particulars awarded; and at the same time must finally determine the Points submitted, otherwise it is also void.

The Form of an Award made by two Arbitrators.

TO All to whom these Presents shall come, we *E. F.* of, &c. and *G. H.* of, &c. send greeting: *Whereas* there are several Accounts depending, and divers Controversies and Disputes have lately arisen between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, touching and concerning, &c. *And whereas* for the putting an End to the said Differences and Disputes, they the said *A. B.* and *C. D.* by their several Bonds or Obligations, bearing Date, &c. are reciprocally bound each to the other, in the penal Sum of, &c. to stand to, abide, perform and keep the Award, Order, and final Determination of us the said *E. F.* and *G. H.* Arbitrators indifferently chosen between the said Parties, to arbitrate, &c. [*as in the Bond*] so as the said Award be made in Writing, under our Hands and Seals, and ready to be delivered to the Parties in Difference, on or before, &c. next, as by the said in Part recited Bonds or Obligations, with the Conditions there under-written, may appear. *Now know ye*, That we the said Arbitrators, whose Names are hereunto subscribed, and Seals affix'd, taking upon us the Burthen of the said Award; and having fully examin'd, and duly considered the Proofs and Allegations of both the said Parties, *do*, for the settling Amity and Friendship between them, make and publish this our Award, by and between the said Parties, in Manner following.

that

that is to say, *First*, We do award and order, that all Actions, Suits, Quarrels and Controversies whatsoever, had, moved, arisen or depending between the said Parties in Law or Equity, for any Manner of Cause whatsoever, touching the said Premises, to the-Day of the Date hereof, shall cease, and be no further prosecuted. And that each of the said Parties shall bear and pay his own Costs and Charges, in any wise relating to or concerning the same Premises. And we do also award and order, that the said *A. B.* shall pay, or cause to be paid to the said *C. D.* the Sum of, *£c.* within the Space of, *£c.* And further we do hereby award and order, that the said *C. D.* shall on or before, *£c.* pay or cause to be paid to the said *A. B.* the Sum of, *£c.* or give sufficient Security for the same, to the said *A. B.* And lastly, We do award and order, that the said *A. B.* and *C. D.* on the Receipt of the several Sums of, *£c.* shall, in due Form of Law, execute each to the other of them, or to the other's Use, general Releases, sufficient in the Law for the releasing by each to the other of them, his Heirs, Executors and Administrators, of all Actions, Suits, Arrests, Quarrels, Controversies and Demands whatsoever, touching or concerning the Premises aforesaid, or any Matter or Thing thereunto relating, from the Beginning of the World to the Day of the Date of, *£c.* [*Here mention the Date of the Arbitration-Bonds*] last past. In Witness whereof we have hereunto set our Hands and Seals, the, &c. in the Year, &c.

*An Umpirage for Want of a Determination
by Arbitrators chosen.*

TO All, &c. I *J. K.* of, *£c.* send greeting :
Whereas there are several Accounts depending, *£c.*
[*Here go on, as in the former Award, until you come to*]
to stand to, *£c.* the Award, Order and final Determination of *E. F.* of, *£c.* and *G. H.* of, *£c.* Arbitrators indifferently chosen between the said Parties to arbitrate, *£c.* [*as in the Conditions of the Bonds*] so as the said Award was made in Writing, under the
Hands

Hands and Seals of the said Arbitrators, and ready to be delivered to the Parties in Difference, on or before, &c. last past. And if the said Arbitrators did not draw up the said Award in Writing, and deliver the same, as aforesaid, on or before the said, &c. then the said Parties were to stand to, abide, observe, perform and keep the Award, Umpirage, final End and Judgment of me the said J. K. Umpire indifferently chosen between the said Parties, for the composing and ending of the Differences aforesaid; so as my said Award, Umpirage and Determination be made in Writing, under my Hand and Seal, and ready to be delivered to the said Parties, on or before, &c. as by the said in Part recited Bonds or Obligations, with the Conditions there under-written, may appear. *And whereas* the said E. F. and G. H. did not make up their said Award between the said Parties, within the Time limited by the said in Part recited Bonds or Obligations, as aforesaid; whereby, and on which Account, the compassing, ending and determining of the said Differences and Matters in Dispute, now depends wholly upon me. *Now know ye*, That I the said J. K. having taken upon me the Business and Charge of the said Award and Umpirage, and being willing to set the said Parties at Peace and Concord, by making a final End of the Controversies between them; and having deliberately, and at large, heard, examined, and duly considered the Grievances, Allegations, Titles, Vouchers and Evidences of both the said Parties, in relation to the said Premises in Dispute, *do* make, publish, declare and deliver this my Award or Umpirage, in Manner following; that is to say, First, I arbitrate, award, judge, order and determine, that, &c. [*Here insert the several Particulars of the Award*]. In Witness, &c.

*An Award or Umpirage by a single Person
elected to Arbitrate.*

TO All, &c. I E. F. of, &c. send greeting :
*Whereas, &c. [Here go on, as in the Award made
 by two Arbitrators, until you come to stand to &c.]* the
 Award, Order, and final determination of me the said
 E. F. indifferently elected and chosen between the said
 Parties, to arbitrate, &c. *[As in the Conditions of the
 Bonds]* so as my said Award or Umpirage be made in
 Writing, under my Hand and Seal, and ready to be de-
 livered to the said Parties, on or before, &c. as in and
 by the said in Part recited Bonds or Obligations, and
 the Conditions thereof may appear. *Now know ye,*
 that I the said E. F. *[Here go on as in the last Prece-
 dent.]* In Witness, &c.

*The Form of a Submission to an Arbitration,
in order to make it a Rule of Court.*

BE it remembered, that A. B. of, &c. and C. D.
 of, &c. being desirous finally to end and deter-
 mine divers Controversies, Suits and Quarrels that have
 lately arisen between them, did on, &c. agree to sub-
 mit and refer all the said Controversies, Suits and Quar-
 rels to the Award and Determination of E. F. of, &c.
 and G. H. of, &c. Arbitrators, for that End indiffe-
 rently chosen by the said Parties; which said Award is
 to be made in Writing, under the Hands and Seals of
 said Arbitrators, and ready to be delivered to the said
 Parties, on or before, &c. And the said Parties did
 mutually promise and oblige themselves, that they
 would obey, perform and execute such Award as the
 said Arbitrators should make in the Premises. *Now* the
 said Parties do further agree, that the said Submission
 shall be made a Rule in his Majesty's Court of, &c. at
Westmin-

Westminster; and that they will be finally concluded by the Arbitration that shall be made in the Premises by the said Arbitrators, pursuant to such Submission. *Witness, &c.*

Of Bonds and Conditions.

A BOND, Penal Bill or Obligation, is a Deed in Writing, whereby one Person binds himself to another, to pay a Sum of Money, or perform some other Act. It usually consists of two Parts, *viz.* the Obligation, whereby the Party is bound, who is generally called the *Obligor*; and the Condition, which expresses what Sum is to be paid, or Act performed, and to whom, in what Manner, and when. The Person this Obligation is made to, is generally called the *Obligee*, to whom the *Obligor*, by Way of Penalty, commonly becomes bound in double the Sum of Money lent, or of the estimated Value of the Thing to be performed.

If no Place is mentioned for Payment of the Money specified in a Condition, the *Obligor*, on Pain of forfeiting his Obligation, is to find out the Person of the *Obligee*, if he be in *England*, and tender the Money; but where a Place is mentioned, he is not obliged to seek any further.

An Heir is not bound, unless he be expressly named in the obligatory Part of the Bond; but the Executors or Administrators are bound, though not named, they more representing the Person of the deceased *Obligor*, and being entitled to take an Advantage of a Chattel, when not named, notwithstanding the Heir is. *Dyer 14.*

A Bond with a Condition from One to One.

K NOW all Men by these Presents, that I *A. B.* of, &c. in the County of, &c. am held and firmly bound to *C. D.* of, &c. in two hundred Pounds, of good and lawful Money of Great Britain, to be paid

paid to the said *C. D.* or to his certain Attorney, his Executors, Administrators or Assigns; to which Payment well and truly to be made, I bind myself, my Heirs, Executors and Administrators, firmly by these Presents, sealed with my Seal. Dated the Eleventh Day of *December*, in the Twelfth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of GOD, of *Great Britain, France and Ireland*, King, Defender of the Faith, and so forth, and in the Year of our LORD, One thousand seven hundred and thirty-eight.

The Condition of this Obligation is such, That if the above-bound *A. B.* his Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid, unto the above-named *C. D.* his Executors, Administrators or Assigns, the full Sum of one hundred Pounds, of lawful Money of *Great Britain*, with legal Interest for the same, on or before the Eleventh Day of *February*, next ensuing the Date hereof: Then this Obligation to be void, or otherwise to be and remain in full Force and Virtue.

*Sealed and delivered
in the Presence of*

A Bond with a Condition from Two to One.

K NOW all Men by these Presents, that we *A. B.* of, &c. and *C. D.* of, &c. are held and firmly bound to *E. F.* of, &c. in three hundred Pounds of good and lawful Money of *Great Britain*, to be paid to the said *E. F.* or his certain Attorney, his Executors, Administrators or Assigns; to which Payment well and truly to be made, we bind ourselves, and each of us, by himself. [*If one of the Obligators be a Woman, write thus, viz. by him and herself*] for and in the whole, our Heirs, Executors and Administrators, and each of us, firmly by these Presents: Sealed with our Seals. Dated, &c.

The Condition of this Obligation is such, That if the above-bound *A. B.* and *C. D.* or either of them, their or either of their Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid

to the said *E. F.* his Executors, Administrators or Assigns, the full Sum of one hundred and fifty Pounds, lawful Money of *Great Britain*, with legal Interest for the same, on or before the, &c. which shall be in the Year of our LORD, &c. then, &c. otherwise, &c.

A Bond with a Condition from Three to One.

K NOW all Men by these Presents, that we *A. B.* of, &c. *C. D.* of, &c. and *E. F.* of, &c. are held and firmly bound to *G. H.* of, &c. in, &c. of lawful Money of *Great Britain*, to be paid to the said *G. H.* or his certain Attorney, his Executors, Administrators or Assigns; to which Payment well and truly to be made, we bind ourselves, and every one of us, by himself, [*But if a Female be an Obligor, then as in the last*] for and in the whole, our Heirs, Executors and Administrators, and of every of us, firmly by these Presents. Sealed, &c.

The Condition of this Obligation is such, That if the above-bound *A. B. C. D.* and *E. F.* or either, or any of them, their, or either, or any of their Heirs, Executors or Administrators, do and shall, &c.

A Bond with a Condition from One to Two.

K NOW all Men by these Presents, that I *A. B.* of, &c. am held and firmly bound to *G. D.* of, &c. and *E. F.* of, &c. in, &c. of good and lawful Money of *Great Britain*, to be paid to the said *C. D.* and *E. F.* or one of them, or to their certain Attornies, their Executors, Administrators or Assigns; to which Payment, well and truly to be made, I bind myself, &c.

The Condition of this Obligation is such, That if the above-bound *A. B.* his Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid to the above-nam'd *C. D.* and *E. F.* or either of them, their, or either of their Executors, Administrators or Assigns, the full Sum of, &c. Then, &c.

A Bond

A Bond from Three to Three.

K NOW all Men by these Presents, that we *A. B.* of, *£c. C. D.* of, *£c.* and *E. F.* of, *£c.* are held and firmly bound to *G. H.* of, *£c.* *J. K.* of, *£c.* and *L. M.* of, *£c.* in, *£c.* of good and lawful Money of *Great Britain*, to be paid to the said *G. H.* *J. K.* and *L. M.* or some of them, or their certain Attornies, their Executors, Administrators or Assigns; to which Payment well and truly to be made, we bind ourselves, and every of us by himself, for and in the whole, our Heirs, Executors and Administrators, and of every of us, firmly by these Presents. Sealed, *£c.*

A Penal Bill for Payment of Money.

K NOW all Men by these Presents, that I *A. B.* of, *£c.* do owe unto *C. D.* of, *£c.* the Sum of one hundred Pounds of lawful Money of *Great Britain*, to be paid unto the said *C. D.* his Executors, Administrators or Assigns, on or before, *£c.* next ensuing the Day of the Date hereof; for which Payment well and truly to be made, I bind myself, my Heirs, Executors and Administrators to the said *C. D.* his Executors, Administrators or Assigns, in the penal Sum of two hundred Pounds of like lawful Money, firmly by these Presents. *In Witness whereof I have hereunto set my Hand and Seal the, &c. in the Year of, &c. Sealed, &c.*

A single Bill for Payment of Money, i. e. a Bill without a Penalty.

K NOW all Men by these Presents, that I *A. B.* of, *£c.* do owe and am indebted to *C. D.* of, *£c.* of lawful Money of *Great Britain*, to be paid to the said *C. D.* his Executors, Administrators or Assigns, on or before, *£c.* *In Witness, &c.*

The

The Form of a Promissory Note, or Common Note for Money.

I Promise to pay to C. D. or Order, the Sum of, &c. three Months after Date, [Or on Demand, if thought necessary] for Value received. *Witness my Hand this Fifth Day of October, 1738.*

A. B.

Necessary Observations on Promissory Notes, &c.

THESE Notes are assignable by Indorsement, as Bills of Exchange are, and will, in Case a certain Time of Payment be therein fix'd, bear Interest from the Time due, provided the Note be protested by a Notary Publick, within three Days after that Time; so that in all Cases, except where the *Solvency* of the Drawer or Debtor is doubted, it is best, in such Notes to mention a certain Time of Payment, as two or three Days after Date, or otherwise, as the Case requires. The *Indorser* becomes liable to Payment, as well as the Drawer; and when once an indorsable Note, (that is to say) *one, payable to Order*, is transferr'd to a third Person, it cannot then be in the Power of the Indorser, by Release, or other Instrument in Writing, to acquit or free the Drawer from being liable, the Property the Indorser at first had in the Note, being entirely removed by his Indorsement. In the Case of a Bond or obligatory Bill, it is otherwise; for there the Obligee, after having assigned the same to a third Person, may by Release, or other *Specialty* destroy the Validity of the Obligation, and consequently free the Obligor from the Burthen thereof. We shall treat more fully on this Point, when we come to speak concerning Releases.

A Bail

A Bail Bond.

K NOW all Men by these Presents, that we *A. B.* of, *£c.* *C. D.* of, *£c.* and *E. F.* of, *£c.* are held, and firmly bound to *G. H.* Esq; Sheriff of the County aforesaid, in one hundred Pounds of good and lawful Money of *Great Britain*, to be paid to the said Sheriff, or his certain Attorney, his Executors, Administrators or Assigns; for which Payment well and truly to be made, we bind ourselves, and every of us by himself, for and in the whole, our Heirs, Executors and Administrators, and of every of us, firmly by these Presents, sealed with our Seals. Dated the, *£c.* in the——Year of the Reign, *£c.* and in the Year of our LORD, *£c.*

The Condition of this Obligation is such, That if the above-bound *A. B.* do appear before the Justices of our Lord the King at *Westminster*, on the, *£c.* [*Here mention the Day of the Return, as in the Writ*] to answer to *J. K.* Esq; of a Plea of Trespass, and also to a Plea of Action of Debt for fifty Pounds [*Here pursue the Words of the Writ*] Then this Obligation to be void, otherwise to be and remain in full Force and Virtue.

*Special Conditions of Bonds.**A Condition for Payment of Money at several Days.*

THE *Condition* of this Obligation is such, That if the above-bound *A. B.* his Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid to the said *C. D.* his Executors, Administrators or Assigns, the full Sum of, *£c.* of lawful Money of *Great Britain*, in Manner following, that is to say, the Sum of, *£c.* Part thereof on or before, *£c.* next ensuing the Date above-written, the Sum

Sum of, &c. more thereof on or before, &c. then next following; and the further Sum of, &c. Residue, and in full Payment thereof on or before, &c. which shall be in the Year of our LORD, &c. without Fraud or Covin: Then this Obligation to be void. But if Default shall be made of or in Payment of any of the said several and respective Sums of Money above-mentioned, or any Part thereof, on any of the said several and respective Days and Times, above limited for Payment of the same; then this Obligation to be and remain in full Force and Virtue,

A Condition for Payment of Money Quarterly.

THE Condition of this Obligation is such, That if the above-bound *A. B.* and *C. D.* or either of them, their, or either of their Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid to the above-named *E. F.* his Executors, Administrators or Assigns, the full Sum of, &c. of lawful Money of *Great Britain*, in Manner following, that is to say, the Sum of twenty Pounds, Part thereof on the twenty-fifth Day of *December* next ensuing the Date above-written; the Sum of twenty Pounds more thereof on the twenty-fifth Day of *March*, which shall be in the Year of our LORD, &c. the Sum of twenty Pounds more thereof on the twenty-fourth of *June*, then next ensuing, and the Sum of twenty Pounds more thereof on the twenty-ninth Day of *September*, then next following; and so Quarterly, and every Quarter of a Year, one next and immediately ensuing another, on every of the Quarter-Days aforesaid, the Sum of twenty Pounds, until the said Sum of two hundred Pounds shall be in such Manner fully satisfied, contented and paid; then this Obligation to be void: But if Default shall be made in Payment of the said Sum of two hundred Pounds, or any Part thereof, in Manner aforesaid; then this Obligation to remain in full Force.

The Condition of an Arbitration Bond, without or with an Umpirage.

THE Condition of this Obligation is such, that if the above bound A. B. his Heirs, Executors, or Administrators, and every of them, for and on his and their Parts and Behalves, do and shall well and truly stand to, abide, perform, observe, fulfil and keep the Award, Order, Arbitrament, final End and Determination of E. F. of &c. and G. H. of &c. Arbitrators indifferently named, elected and chosen, as well on the Part and Behalf of the above bound A. B. as of the above named C. D. to arbitrate, award, order, adjudge and determine of and concerning all and all Manner of Action and Actions, Cause and Causes of Action and Actions, Suits, Bills, Bonds, Specialties, Judgments, Executions, Extents, Accounts, Debts, Dues, Sum and Sums of Money, Quarrels, Controversies, Trespasses, Damages and Demands whatsoever, both in Law or Equity, or otherwise howsoever, which at any Time or Times heretofore have been had, made, moved, brought, commenced, sued, prosecuted, committed, omitted, done or suffered by or between the said Parties or either of them; so as the said Award, Arbitrament, Judgment, final End and Determination between the said Parties, be made in Writing, under the Hands and Seals of the said Arbitrators and ready to be delivered to the said Parties, on or before the — Day of — next ensuing the Date of the above written Obligation; then this Obligation to be void, or otherwise to be and remain in full Force and Virtue.

If an Umpire be likewise chosen, then add, just before the Conclusion of the above Condition, the following Clause of Umpirage.

And if the said Arbitrators shall not make and draw up their said Award in Writing under their Hands and Seals as aforesaid, and ready to be delivered to the said Parties on or before the said — Day of — not

next ensuing ; if then the said A. B. his Heirs, Executors and Administrators, and every of them, do and shall stand to, abide, observe, perform and keep the Award, Umpirage, Judgment, final End and Determination of J. K. of &c. Umpire, indifferently elected and chosen between the said Parties, for hearing, composing, ending and finally determining all and singular the Differences aforesaid ; so as the said Umpire do make and draw up his said Award, Umpirage and Determination in Writing under his Hand and Seal, and ready to be delivered to the said Parties on or before &c. Then &c.

A Condition of a Counter-Bond, or Bond of Indemnity, where one Man becomes bound for another.

THE Condition of this Obligation is such, That whereas the above named A. B. at the special Instance and Request, and for the only proper Debt of the above bound C. D. together with the said C. D. is, in and by one Bond or Obligation, bearing equal Date with the Obligation above written, held and firmly bound unto E. F. of &c. in the Penal Sum of &c. of lawful Money of Great Britain, conditioned for the Payment of the Sum of &c. with legal Interest for the same, on the — Day of &c. next ensuing the Date of the said in Part recited Obligation, as in and by the said in Part recited Bond with the Condition thereunder written may more fully appear : If therefore the said C. D. his Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said E. F. his Executors, Administrators or Assigns, the said Sum of &c. with legal Interest for the same, on the said — Day of &c. next ensuing the Date of the said in Part recited Obligation, according to the true Intent and Meaning, and in full Discharge and Satisfaction of the said in Part recited Bond or Obligation. Then &c. Otherwise &c.

A Condition of a Counter Bond, where one is Bail for another on a Bail Bond.

WHEREAS the above named C. D. at the special Instance and Request of the above bound A. B. together with the said A. B. and E. F. of *£c.* is bound to G. H. Sheriff of the County of *£c.* in the Penal Sum of *£c.* conditioned for the Appearance of the said A. B. before his Majesty's Justices at *Westminster*, on the — Day of *£c.* next, to answer J. K. in a Plea of *£c.* [*Here mention Debt, or otherwise, verbatim, as expressed in the Bail Bond*] As by the said in Part recited Bond or Obligation and Condition thereunder written may more fully appear. Now the Condition of this Obligation is such, that if the above bound A. B. do and shall appear according to the Condition of the said Bond or Obligation, and as the Law in such Case requires: And if the said A. B. his Heirs, Executors and Administrators, shall also from Time to Time, and at all Times hereafter, save harmless and indemnify him the said C. D. his Executors and Administrators, and his and their Goods and Chattels, Lands and Tenements of and from all Damages, Sum and Sums of Money, Costs and Charges whatsoever, which he, they, or any of them, shall or may at any Time or Times hereafter sustain or be put unto, by Reason or Means of the said C. D.'s being bound for the Appearance of the said A. B. as aforesaid. Then *£c.* Or otherwise *£c.*

A Condition of a Bond of Indemnity, on a Sheriff's granting a Replevin.

THE Condition of this Obligation is such, That if the above bound A. B. do appear at the next County-Court, to be holden at — in the County of *£c.* aforesaid, [*As mentioned in the Obligation, the Form of which see under Title, Bonds, Bills, &c.*] and then and there prosecute his Action with Effect against C. D. for the taking and detaining his Cattle, that is to say, one

Cow, two Horses, &c. [*Here set forth the Goods taken*] and do also make Return thereof, if a Return shall be adjudged by Law; and also do keep harmless and indemnify the above named Sheriff, his Under-Sheriffs and Bailiffs, for, touching and concerning the Replevyng and Delivery of the said Cattle, &c. Then &c. Or otherwise, &c.

A Condition to pay Money on Marriage or Death, for Goods sold.

THE Condition of this Obligation is such, that *Whereas* the above named C. D. hath sold unto the above bound A. B. one Gold Watch, &c. for the Sum of &c. to be paid unto him the said C. D. his Executors, Administrators or Assigns, at or upon the Day of Marriage, or Hour of Death of the said A. B. which shall first happen: If therefore the said A. B. his Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the Sum of &c. of lawful Money of *Great Britain*, within six Months after the Solemnization of the Marriage of the said A. B. or the Time of the Death of the said A. B. which shall first happen after the Date of the above written Bond or Obligation. Then &c. Or otherwise &c.

A Condition to pay Money at the End of an Apprenticeship, or on Marriage with a particular Person.

THE Condition of this Obligation is such, that *Whereas* the above named J. B. hath put himself Apprentice to W. T. of &c. with him to dwell and serve as his Apprentice, from the — Day of &c. unto the full End and Term of five Years from thence next ensuing, and fully to be compleat and ended, as by the said Indenture of Apprenticeship may more fully appear. And *whereas* the above named C. R. hath before

the Day of the Date of the above written Bond or Obligation, at several Times lent to and disbursed for the said J. B. several Sums of Money, amounting in the whole to the Sum of £*c.* for which the said C. R. is content to take his Bond or Obligation, payable at the Expiration of the Apprenticeship of the said J. B. or the Day of Marriage of the said J. B. with M. P. of £*c.* which shall first happen. If therefore the said J. B. his Heirs, Executors, or Administrators, or any of them, do and shall well and truly pay or cause to be paid to the said C. R. his Executors, Administrators, or Assigns the full Sum of £*c.* at the End or Expiration of the said Apprenticeship of the said J. B. or Term of five Years above mentioned, or on the Day of Marriage of the said J. B. with the said M. P. which shall first and next happen to be or come after the Date of these Presents. Then £*c.* Or otherwise £*c.*

A Condition to marry a certain Person, or pay a Sum of Money.

THE Condition of this Obligation is such, that if the above bounden C. R. do on or before the — Day of — next ensuing the Date of the above written Bond or Obligation, espouse and marry, according to the Usage of the Church of *England*, M. S. Daughter of £*c.* if she the said M. S. will thereunto consent, and the Laws of this Realm permit the said Marriage to be consummated: Or if it shall happen the said C. R. shall not marry and take to Wife the said M. S. as aforesaid: if then the said C. R. do and shall well and truly pay or cause to be paid to the said M. S. her Executors, Administrators and Assigns, the full Sum of £*c.* of lawful Money of *Great Britain*, on or before the — Day of £*c.* next ensuing the said — Day of £*c.* above mentioned: Then £*c.* Or otherwise £*c.*

N. B. The Bond on the above Condition, must be made in the Name of a third Person.

A Condition

A Condition for Payment of a certain Sum yearly to two Persons during their Lives.

THE Condition of this Obligation is such, that if the above bound A. B. his Heirs, Executors or Administrators, shall well and truly pay or cause to be paid to the said C. D. and E. F. during their natural Lives, and the Life of the Survivor of them, the annual or yearly Sum of £c. of lawful Money of *Great Britain*, on the 25th Day of *December* in every Year, the first Payment thereof to begin and be made on the 25th Day of *December* next ensuing the Date above written : Then £c. Or otherwise £c.

Note : If the Word Survivor or longer Liver, be omitted in a Condition of this Kind, as has been too frequently done, even by Practitioners themselves, the Bond becomes absolutely void on the Death of either of the Obligees.

A Condition of a Bond for Performance of Covenants.

THE Condition of this Obligation is such, that if the above bound A. B. his Heirs, Executors, and Administrators, and every of them, do and shall in all Things well and truly observe, perform, fulfil, accomplish, pay and keep, all and singular the Covenants, Grants, Articles, Clauses, Provisoes, Payments, Conditions and Agreements whatsoever, which on the Part and Behalf of the said A. B. are or ought to be observed, performed, fulfilled, accomplished, paid and kept, comprized or mentioned in certain Indentures of £c. [*Here mention Lease, Mortgage, Assignment, and if Articles of Agreement, say, in certain Articles of Agreement, or otherwise, as the Nature of the Deed referred to requires.*] bearing even Date with the Bond or Obligation above written, and made or mentioned to be made between the

said A. B. of the one Part, and the above named C. D. of the other Part, [*where there are more Parties in the Deed referred to, you must be careful to mention them exactly as therein described*] according to the Purport, true Intent and Meaning of the same, Then &c.

A Condition to free a Parish from the Burthen of a Bastard Male Child.

WHEREAS A. B. of &c. Single Woman, hath sworn before —, one of his Majesty's Justices of the Peace for the County of &c. aforesaid, * That the above bound C. D. is the Father of the Male Child she hath lately been deliver'd of, which is likely to become chargeable to the Parish of &c. [*If the Woman be not delivered, then say thus, viz. * That she is big and pregnant with a Bastard Child; and that the above bounden C. D. is the Father of such Child, which, when born, will become chargeable to the Parish of &c.*] Now the Condition of this Obligation is such, that if the above bound C. D. E. F. and G. H. or either or any of them, their or either or any of their Heirs, Executors or Administrators, do and shall from Time to Time and at all Times hereafter, fully and clearly acquit, free and discharge, or well and sufficiently save and keep harmless and indemnified the above named J. K. and L. M. Churchwardens and Overseers of the Poor of the Parish of &c. aforesaid, and their Successors for the Time being, and every of them; as also the Inhabitants and Parishioners of the said Parish of &c. which now are or hereafter shall be for the Time being, and every of them of and from all Manner of Expences, Damages, Costs and Charges whatsoever, which shall or may at any Time hereafter arise, happen, grow or be imposed upon them or either or any of them, for or by Reason or Means * of the Maintenance, Education, and bringing up of such Male Child [*But in Case only of Pregnancy, proceed thus, viz. * of the said A. B's being great with Child as aforesaid; or for or by Reason of the Birth, Maintenance, Education and bringing up of such Child or Child*

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Children that the said A. B. now goeth with and shall deliver'd of.] and of and from all other Actions, Suits, Troubles, Charges, Damages and Demands whatsoever, touching or concerning the same: Then &c. Otherwise &c.

Note: When once this Security is given to the Parish, either by the reputed Father, or the Mother of the Child, with two other sufficient Bondsmen, both the Aggressors become entirely free from the Corporal Punishment they before were liable to; and of Course the Authority of the Magistrate, in Respect to those two Offenders in the before mentioned Case, from that Moment ceases.

A Condition for Payment of an annual Sum to one Person during Life.

THE Condition of this Obligation is such, That if the above bound A. B. his Heirs, Executors, or Administrators, do and shall yearly and every Year, during the Life of the above named C. D. well and truly pay or cause to be paid to the said C. D. one annual or yearly Sum of &c. at or upon the four usual Feasts or Terms in the Year, that is to say, the Nativity of our Lord, the Annunciation of the Blessed Virgin, the Feast of Saint John the Baptist, and the Feast of Saint Michael the Archangel, by even and equal Portions: The first payment thereof to begin and be made on the Feast Day of the Nativity of our Lord, commonly called Christmas Day, next ensuing the Date of the above written Bond of Obligation: Then &c. Otherwise &c.

Of Recognizances.

A Recognizance is a Bond of Record, acknowledged before a Judge, Justice of the Peace, or other Magistrate, whereby the Party bound confesses to owe to the King, or some other Person, a certain Sum; for the

Payment of which, or Performance of some other Act, his Lands, Tenements, Goods and Chattels are bound. Here, as Recognizances between Party and Party, which used to be acknowledged in the Court of Chancery, is now seldom or never used, we shall only acquaint our young Clerk with the Forms of such as are daily in Use and Practice.

FORMS of RECOGNIZANCES.

A Recognizance taken before a Justice of the Peace on a Warrant for a common Assault.

M*iddlesex, to wit.* BE IT REMEMBRED, that on the — Day of — in the — Year of the Reign of our Sovereign Lord —, A. B. of *Essex*. in the County aforesaid, and C. D. and E. F. of *Essex*. in the said County, came before me G. H. of *Essex*. Esq; one of his Majesty's Justices assigned to keep the Peace in the said County, and have acknowledged that they are indebted to our said Sovereign Lord the King, that is to say, the said A. B. in Forty Pounds of good and lawful Money of *Great Britain*; and the said C. D. and E. F. severally in Twenty Pounds, of like lawful Money, on their Goods and Chattels, Lands and Tenements, severally to be levied for the Use of our said Sovereign Lord the King, his Heirs and Successors, if Default shall be made in the Condition underwritten.

The Condition of this Recognizance is such, that if the above bound A. B. shall personally be and appear in Court at the next General Quarter Sessions of the Peace to be held at — for the County of *Essex*. aforesaid, to answer unto all such Matters as shall be then and there objected against him by J. K. of *Essex*. concerning an Assault lately made upon him the said J. K. by the said A. B. and other Misdemeanours tending to the Breach of the Peace: Then this Recognizance to be void, or otherwise to be and remain in full Force and Virtue.

Taken and acknowledged the Day and Year aforesaid, before me, G. H.

A. Recognizance

*A Recognizance for Payment of Costs in a
Suit depending in Chancery.*

A. B. of &c. before the Lord the King in his Chancery, personally appointed to be, hath acknowledged himself to owe to C. D. of &c. the Sum of &c. of good and lawful Money of *Great Britain*, to be paid to the said C. D. his Executors, Administrators or Assigns, at the Feast of &c. next ensuing the Date of this present Recognizance: And the said A. B. wills and grants for himself, his Heirs, Executors and Administrators, by these Presents, that if he shall fail or make Default in Payment of the said Sum of &c. that then the said Sum of &c. shall be levied and recovered of him the said A. B. his Heirs, Executors and Administrators, by these Presents, and of all and singular the Manors, Lands, Messuages, Tenements, Hereditaments, Goods and Chattels of him the said A. B. his Heirs, Executors or Administrators. *Witness* our said Lord the King at *Westminster*, the ——— Day of ——— in the ——— Year of the Reign of the same Lord the King, *George the Second*, by the Grace of GOD, of *Great Britain, France and Ireland*, Defender of the Faith, &c. the Twelfth.

The Condition of this Recognizance is such, That if the above-bound A. B. being Plaintiff in the Court of ——— against C. D. Defendant, shall pay such Costs to the said Defendant, as the said Court of ——— shall award, if they shall so cause to award any: Then this Recognizance to be void, or otherwise, &c.

Acknowledged by the Recognizor,
the Day, &c. in the Year, &c.
before me

The Form of a Bond to the King, which is of the like Nature of a Recognizance, and always of the same Efficacy.

K NOW all Men by these Presents, that I *A. B.* of, &c. am held and firmly bound to our Sovereign Lord George, by the Grace of GOD, of Great Britain, France and Ireland, King, Defender of the Faith, and so forth, in ——— Pounds of lawful Money of Great Britain, to be paid to the said Lord the King, his Heirs or Successors, for which Payment, well and truly to be made, I bind myself, my Heirs, Executors and Administrators, firmly by these Presents. Sealed with my Seal; dated the, &c. in the ——— Year of the Reign of our said Sovereign Lord ———, and in the Year of our LORD, &c.

Of Letters and Warrants of Attorney.

A LETTER of Attorney is an Authority given by one Person to another to act something in his Name; as to receive Money, &c. and a Warrant of Attorney is of the same Nature, though generally applied to Proceedings at Law.

These Instruments commit the whole Power of the Makers thereof to the Attorney, to accomplish the Act intended to be performed. Letters of Attorney are sometimes revocable, and sometimes not. They are irrevocable, when Debts, &c. are absolutely assigned to another, and on that Account, the Word *irrevocable* is commonly inserted. When revocable they usually carry only a bare Authority along with them.

If the Attorney exceeds the Bounds of the Authority granted, as in Case where he is empowered to deliver Livery and Seisin of Land in such a particular Part; and he does it in another, this shall render the whole Act void; for Authorities of this Kind receive a very strict Interpretation as to the Conduct of Agents.

If a Warrant of Attorney be to enter Judgment of a particular Term expressed, and the Attorney enters it of another Term, that Act is void.

If a Person gives a Warrant of Attorney to confess Judgment, and dies before it is confessed, the Warrant becomes countermanded: So if a Female gives a Warrant to confess Judgment, and marries before it is entered, this is likewise a Countermand.

A General Letter of Attorney.

K NOW all Men by these Presents, that I *A. B.* of *Essex* for divers good Causes and Considerations, me hereunto moving, have made, ordained, authorised, nominated and appointed, and by these Presents do make, ordain, authorise, nominate and appoint *C. D.* of *Essex* my true and lawful Attorney, for me, and in my Name, and for my own proper Use and Benefit, to ask, demand, sue for, recover and receive of and from *E. F.* of *Essex* all such Sum or Sums of Money, Debts and Demands whatsoever, which are now due and owing unto me the said *A. B.* by and from the said *E. F.* and to have, use, and take all lawful Ways and Means, in my Name, or otherwise for the Recovery thereof, by Attachment, Arrest, Distress or otherwise, and to compound and agree for the same; and Acquittances or other sufficient Discharges for the same, for me, and in my Name, to make, seal and deliver, and to do all other lawful Acts and Things whatsoever concerning the Premises, as fully, and in every Respect, as I myself might or could do, were I personally present at the doing thereof; and Attornies, one or more under him, for the Purposes aforesaid, to make, and again, at his Pleasure to revoke; ratifying and confirming, and by these Presents allowing whatsoever my said Attorney shall, in my Name, lawfully do, or cause to be done, in and about the Premises, by Virtue of these Presents. *In Witness* whereof I have hereunto set my Hand and Seal the ——— Day of *Essex*.

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in the ——— Year of the Reign of *Gr.* and in the
Year of our LORD *Gr.*

*Sealed and delivered
in the Presence of*

A Letter of Attorney to receive a Legacy.

K NOW all Men by these Presents, that *whereas*
A. B. late of *Gr.* deceased, by his Last Will and
Testament in Writing, bearing Date, *Gr.* last past,
did give and bequeath to me *C. D.* of *Gr.* a Legacy
of *Gr.* to be paid unto me on *Gr.* And of the said
Will made and constituted *E. F.* of *Gr.* and *G. H.* of
Gr. Joint-Executors, as in and by the said Will may
appear. Now know ye, that I the said *C. D.* have
made, ordained, constituted and appointed *J. K.* of
Gr. my true and lawful Attorney, for me, and in my
Name, and for my own proper Use and Benefit to ask,
demand and receive of and from the said *E. F.* and
G. H. the Legacy of *Gr.* given and bequeathed unto
me the said *C. D.* by the said Will of the said *A. B.*
as aforesaid; and upon Receipt thereof by, or Payment
thereof to my said Attorney, a general Release or Dis-
charge for the same to make, execute and deliver:
Hereby ratifying, confirming and allowing whatsoever
my said Attorney shall lawfully do in the Premises.
In Witness, &c.

Sealed, *Gr.*

A Letter of Attorney to receive Rent.

K NOW all Men by these Presents, that I *A. B.*
of *Gr.* have made, constituted and appointed;
and by these Presents do make, constitute and appoint
C. D. of *Gr.* my true and lawful Attorney, for me,
and in my Name, and for my own proper Use and Be-
nefit, to ask, demand and receive of and from *E. F.*
of *Gr.* all such Rent and Arrearages of Rent, which
now

now are, or hereafter shall grow due from the said *E. F.* out of and from all that my Messuage or Tenement, with the Appurtenances, situate, &c. and upon Receipt thereof, to give proper Acquittances and sufficient Discharges therefore : And in Default of Payment thereof, or any Part thereof, to my said Attorney, I do hereby authorise and empower him my said Attorney, for me, and in my Name, into and upon the said Messuage and Premises to enter and distrain ; and the Distress or Distresses there found and taken to dispose of, according to Law, for the speedy recovering and obtaining my said Rents and Arrears of Rent ; or otherwise to proceed by Action of Debt for Recovery thereof, as by him my said Attorney shall be thought fit : Hereby ratifying &c. *In Witness, &c.*

A Letter of Attorney to make a Distress:

K NOW all Men by these Presents, that I *A. B.* of, &c. have made, constituted and appointed, and by these Presents do make, constitute and appoint *C. D.* of &c. my true and lawful Attorney, for me, and in my Name, to take any Person or Persons to his Assistance, to enter into and upon all these my Lands &c. at &c. now in the Occupation of *E. F.* or his Assigns, as Tenant thereof, and there, for me, and in my Name, to make a Distress of all the Cattle, Horses, Corn, Hay, Goods and Chattels as are, or shall be found in or upon the Premises, for one Half Year's Rent due to me, out of and for the Premises at &c. last : And after the said Goods are so distrained, if the said *E. F.* doth not within the Time limited by the Statute in that Case made and provided, replevy the same, or pay the said Rent, then, and in such Case, I do hereby authorise my said Attorney to cause the said Cattle &c. to be appraised ; and according to such Appraisement to make Sale thereof to such Person or Persons as will buy or purchase the same ; and the Money arising by such Sale to dispose of, in such Manner as by the said Statute is directed. And for whatsoever

my said Attorney shall lawfully do in or about the Premises, these Presents shall be to him a sufficient Warrant. *In Witness, &c.*

Sealed, &c.

An irrevocable Letter of Attorney to receive Annuities.

K NOW all Men by these Presents, that whereas *A. B.* of &c. being possessed of and entitled unto two several Annuities of ——— a Year each, by Virtue of the several Exchequer Orders, bearing Date &c. the Numbers of which Orders are, &c. and made in Pursuance of an Act of Parliament passed &c. entitled, An Act &c. and to be paid by four Quarterly Payments, for and during the Term of ninety-nine Years, commencing &c. as therein is mentioned. He the said *A. B.* being so possessed as aforesaid, in and by one Indenture, bearing Date &c. made between the said *A. B.* of the one Part, and *C. D.* of &c. and *E. F.* of &c. of the other Part, hath assigned and transferred the said two several Annuities, and the Tallies and Orders made out thereupon, and all his Estate and Interest therein, unto the said *C. D.* and *E. F.* to hold to them, their Executors, Administrators and Assigns, to, for and upon the several Trusts therein mentioned; and amongst other Things, in Trust to permit and suffer the said *A. B.* and his Assigns, to receive and take one of the said Annuities of &c. a Year, for and during the Term of his natural Life; as in and by the said Indenture may more fully appear. Now know all Men by these Presents, that we the said *C. D.* and *E. F.* in Pursuance, and Part Performance of the Trust in us reposed by the said in Part recited Indenture, have made, ordained, constituted and appointed, and by these Presents, do make, ordain, constitute and appoint the said *A. B.* our true and lawful Attorney, irrevocable, in our Names, but for the sole Use and Benefit of him the said *A. B.* to ask, demand and receive out of his Majesty's Exchequer, or of or from the Lord High

Trea-

Treasurer of *Great Britain*, for the Time being, the Commissioners of the Treasury, or such other Person or Persons as ought to pay the same, the said one Annuity of £c. a Year aforesaid, from Time to Time as the same shall or ought to become payable to him by Virtue of the said in Part recited Indenture, and on Receipt hereof, to give proper and sufficient Acquittances and Discharges for the same: Hereby ratifying, confirming and allowing whatsoever our said Attorney shall lawfully do or cause to be done in or about the Premises, as fully and effectually as if we ourselves were personally present, and the Actors and Doers thereof. *In Witness, &c.*

A Letter of Attorney to let or sell Lands.

NOW all Men by these Presents, that whereas I *A. B.* of £c. am seised in Fee of and in all that £c. situate £c. now or late in the Possession or Occupation of £c. Now know ye, that I the said *A. B.* have made, constituted and appointed, and by these Presents do make, constitute and appoint *C. D.* of £c. my true and lawful Attorney, for me, and in my Name, to lease, let, set or demise the said £c. to such Person or Persons, and for such a Term or Number of Years, and at and under such yearly and other Rents as he shall think fit; or otherwise to sell and dispose thereof, either for Life or Lives, or to sell, grant and convey the same absolutely in Fee-simple, for such Price or Sum of Money, and to such Person or Persons as he shall think fit and convenient: And also for me, and in my Name, to seal, execute and deliver such Deeds, Conveyances, Bargains and Sales, for the absolute Sale and Disposal thereof, or of any Part thereof, with such Clauses, Covenants and Agreements to be therein contained, as my said Attorney shall think fit and expedient: Hereby ratifying, confirming and allowing all such Lease or Leases, Deeds, Conveyances, Bargains or Sales, which shall at any Time

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Time hereafter be sealed and executed by my said Attorney, touching or concerning the Premisses. *In Witness, &c.*

A Letter of Attorney to deliver Seisin of Lands, &c.

K NOW all Men by these Presents, that I *A. B.* of &c. have made, constituted and appointed, and by these Presents, do make, constitute and appoint *C. D.* of &c. and *E. F.* of &c. or either of them, jointly or severally, my true and lawfully Attorney and Attornies, for me, and in my Name, Place and Stead, to enter into, have and take full, quiet and peaceable Possession and Seisin of all &c. situate &c. which in and by one Indenture, bearing Date, &c. and made or mentioned to be made between me the said *A. B.* of the one Part, and *G. H.* of &c. of the other Part, are granted or mentioned to be granted by me unto the said *G. H.* his Heirs and Assigns, or into any Part or Parcel thereof, in the Name of the whole; and after such Entry so had and made, and Possession and Seisin so had and taken, as aforesaid, to deliver quiet and peaceable Possession and Seisin of the said Premisses unto the said *G. H.* or to his Attorney or Attornies on that Behalf lawfully authorised, to be held and enjoyed according to the Tenor, Form and Effect of the said Indenture above-mentioned. And whatsoever my said Attorney or Attornies, or either of them shall lawfully do in the Premisses, I do hereby ratify, confirm and allow, as fully and effectually, as if I myself were present, and did the same. *In Witness, &c.*

A Letter of Attorney to receive Seisin.

K NOW all Men by these Presents, that I *A. B.* of &c. have made, constituted and appointed, and by these Presents do make, constitute and appoint *C. D.* of &c. my true and lawful Attorney, for me, and

and in my Name, and in my Place and Stead, to take and receive of and from E. F. of &c. or of and from his Attorney or Attornies in that Behalf lawfully authorised, full, quiet and peaceable Possession and Seisin of, &c. which in and by one Indenture of &c. bearing Date, &c. are granted or mentioned to be granted unto me the said A. B. and such Possession and Seisin thereof so had and taken, to hold and keep to the Use of me, my Heirs and Assigns, according to the Tenor and Effect of the said Indenture of &c. And whatsoever my said Attorney shall lawfully do in the Premisses, I do hereby ratify, confirm and allow, as fully and effectually as if I myself were personally present, and did the same. *In Witness, &c.*

Sealed, &c.

An irrevocable Letter of Attorney to receive Money due on Bond.

K NOW all Men by these Presents, that I A. B. of &c. have made, constituted and appointed, and by these Presents do make, constitute and appoint C. D. of &c. my true and lawful Attorney irrevocable, for me, and in my Name, but to the sole Use of him the said C. D. to ask, demand and receive of and from E. F. of &c. and G. H. of &c. the Sum of &c. due unto me, in and by one Bond or Obligation, bearing Date &c. Giving, and by these Presents granting to my said Attorney, my full Power and Authority, in my Name, Place and Stead, to do all and every Act and Acts, Thing and Things, Devise and Devises in the Law whatsoever, for the Recovery of the said Debt, as fully to all Intents and Purposes, as I myself might or could do. And upon Receipt thereof, Acquittances or other Discharges for me, and in my Name, to make, seal and execute: Hereby ratifying, confirming and allowing whatsoever my said Attorney shall lawfully do or cause to be done in or about the Premisses. *In Witness, &c.*

A Re-

A Revocation of a Letter of Attorney.

K NOW all Men by these Presents, that whereas I *A. B.* of &c. in and by my Letter of Attorney, bearing Date, &c. did make, constitute and appoint *C. D.* of &c. my Attorney, for Recovery of all Debts and Sums of Money whatsoever due to me the said *A. B.* from *E. F.* of &c. as by the said Letter of Attorney may appear. Now know ye, that I the said *A. B.* for that the said *C. D.* hath abused the Authority by me in him reposed, [*Or thus*, for divers good Causes and Considerations me hereunto moving] have revoked, countermanded, annulled and made void, and by these Presents do revoke, countermand, annul and make void the said Letter of Attorney, and all Power and Authority thereby given or intended to be given to the said *C. D.* In Witness, &c.

A Warrant of Attorney to appear and plead to an Action commenced.

TO Mr. *A. B.* of &c. one of the Attornies of his Majesty's Court of &c. at *Westminster*: These are to desire and authorise you to appear for me *C. D.* of &c. in the said Court, at the Suit of &c. in an Action of &c. and to plead to the said Action of &c. And for your so doing this shall be to you a sufficient Warrant. In Witness, &c.

A Warrant of Attorney to confess Judgment.

TO Mr. *A. B.* of &c. and *C. D.* of &c. Attornies of his Majesty's Court &c. at *Westminster*, &c. or to any other Attorney of the same Court.

These are to authorise you, either or any of you, to appear for me *E. F.* of &c. in the said Court, this present *Hillary* Term, or any other subsequent Term,

at

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the Suit of G. H. of &c. and confess a Judgment against me unto him, in an Action of Debt for 100 l. besides Costs of Suit, by *Non sum informatus, nil dicit*, or otherwise; and for your, either or any of your so doing, this shall be your Warrant. *In Witness, &c.*

A Warrant of Attorney to acknowledge Satisfaction on a Judgment.

TO Mr. A. B. of &c. and C. D. of &c. Attornies of his Majesty's Court of &c. at *Westminster*, or any other Attorney of the same Court.

Whereas I G. H. of &c. did in ——— Term last, obtain and recover one Judgment in the said Court of &c. aforesaid, against E. F. of &c. for 1000 l. Debt and ——— for Damages and Costs of Suit, as by the Records thereof remaining in the said Court may appear: And for which said Judgment, and Debt and Damages thereupon recovered, I the said G. H. am, and do hereby acknowledge to be satisfied, contented and paid.

These are therefore to desire and authorise you, either or any of you, and I do hereby give you, each and every of you, full Power and Authority, for me, and in my Name, to acknowledge Satisfaction upon Record in the said Court, of and for the said Judgment, and the said Debt and Damages thereupon recovered. And for your, either, or any of your so doing, this shall be your sufficient Warrant. *In Witness, &c.*

Of Releases.

A Release is the giving up or discharging of the Right or Action one Person has or claims against another: By it is likewise meant a Conveyance of a Man's Interest or Right in Lands, &c.

All Actions or Suits may be discharged by Release; as likewise Debts, Legacies, &c. before or after they become due. Judgments and Executions may, by proper

per Words, be also discharged by it. A Release in general of all Actions bars all Actions, Suits, Bonds, &c. provided the Cause of Action subsists at the Time of executing the Release: But this Release will not bar Executions or Writs of Error. A Release of all Demands is the most extensive and effectual Discharge of any, including in it most of all the others.

A Release to one *Obligor*, where several are bound in a Bond, is a Discharge to the others. A Release from a Landlord to one Jointenant shall extend to both. If two commit a Trespass, the Release to one Trespasser will discharge the other.

Where a Creditor is made Executor, or a Creditor, being a Woman, marries the Debtor, the Debts in both these Cases are released in Law: And in the first of these, the Executor may retain Goods of the Testator sufficient to satisfy him his Debt. Where an Obligor is Administrator of the Goods of the Oblige, this will not amount to a Release in Law.

If a Rent be behind twenty Years, and a Release given for the last Year due, all the Rent in Arrear is presumed in Law, to be satisfied.

A General Release.

K NOW all Men by these Presents, that I *A. B.* of &c. have remised, released, and for ever quit-claimed, for me, my Heirs, Executors and Administrators; and by these Presents do remise, release, and for ever quit-claim unto *C. D.* of &c. his Heirs, Executors and Administrators, all and all Manner of Action and Actions, Cause and Causes of Actions, Suits, Bills, Bonds, Writings, Obligations, Debts, Dues, Duties, Reckonings, Accounts, Sum and Sums of Money, Judgments, Executions, Extents, Quarrels, Controversies, Trespases, Damages and Demands whatsoever, both at Law and in Equity, or otherwise howsoever, which against him the said *C. D.* I ever had, now have, or which I, my Heirs, Executors or Administrators, can, shall, or may have, claim, challenge or demand for or by Reason or Means of any Act, Matter,

er, Cause or Thing from the Beginning of the World
to the Day of the Date of these Presents. *In Witness,*
&c.

Sealed, &c.

A Release of a Trust.

K NOW all Men by these Presents, that *whereas*
in and by certain Indentures of &c. bearing Date
on or about &c. and made or mentioned to be made
between C. D. of &c. of the one Part, and me A. B.
of &c. of the other Part, the said C. D. for the Con-
siderations therein mentioned, did grant, &c. In which
said Indentures of &c. I the said A. B. do hereby de-
clare, that my Name was only used in Trust for E. F.
of &c. Now know ye, that I the said A. B. in Dis-
charge of the Trust in me reposed as aforesaid, and at
the Request of the said E. F. have remised, released,
surrendered, assigned, transferred and set over, and by
these Presents do for me, my Executors and Administra-
tors, freely and absolutely remise, release, surrender,
assign, transfer and set over unto the said E. F. his
Executors, Administrators and Assigns, all the Estate,
Right, Title, Interest, Benefit, Trust, Claim and De-
mand whatsoever, which I the said A. B. my Execu-
tors or Administrators, can, shall or may have, or
claim of, in or to the said Premises, or of or in any
Sum or Sums of Money, or other Matter or Thing
whatsoever in the said Indentures of &c. contained,
mentioned and expressed; so that neither I the said
A. B. my Executors or Administrators at any Time
hereafter, shall or will claim, challenge or demand,
any Interest, Property, Benefit, or other Thing, in
any Manner whatsoever, by Reason or Means of the
said Indentures, or any Covenant therein contained;
but thereof and therefrom, and of and from all Ac-
tions, Suits and Demands, which I, my Executors or
Administrators may have concerning the same, shall
be for ever debarr'd by these Presents. *In Witness, &c.*

A Release

A Release of a Legacy.

K NOW all Men by these Presents, that *whereas* *A. B.* of &c. deceased, by his Last Will and Testament in Writing, bearing Date &c. did, among other Legacies therein contained, give and bequeath unto me *C. D.* of &c. the Sum or Legacy of &c. and of his said Will made and constituted *E. F.* sole Executor, as in and by the said Will may appear. Now know ye, that I the said *C. D.* do hereby confess and acknowledge, that I have had and received of and from the said *E. F.* the Legacy or Sum of &c. so as aforesaid given and bequeathed unto me by the said *A. B.* And therefore I do by these Presents acquit, release and discharge the said *E. F.* of and from all Legacies, Dues, Duties and Demands whatsoever, which I, my Executors or Administrators may have, claim, challenge or demand of or against the said *E. F.* his Executors or Administrators, by Virtue of the Last Will and Testament of, or out of the Estate of the said *A. B.* deceased as aforesaid. *In Witness, &c.*

A Release from a Legatee upon his coming to Age.

K NOW all Men by these Presents, that *whereas* *A. B.* of &c. made his Last Will and Testament in Writing, bearing Date, &c. and, among other Legacies therein contained, did give and bequeath unto me *C. B.* of &c. his Son, the annual Sum of &c. to be paid me Quarterly, until I should attain the Age of one and twenty Years; and of his said Will appointed *E. F.* and *G. H.* Joint-Executors, as in and by the said Will may appear. And *whereas* the said *E. F.* and *G. H.* did jointly accept of the said Executorship and Trust, and I the said *C. B.* have attained my said Age of twenty-one Years. And *whereas* the said *E. F.* and *G. H.* have made up an Account with me the said *C. B.*

C. B. of all Moneys received and paid by the said E. F. and G. H. and of all Transactions in Pursuance of the said Executorship and Trust: And have not only paid me the said C. B. the Ballance of such Accounts, but also delivered unto me all Writings and Papers belonging to the Estate of the said deceased A. B. Now know ye, that I the said C. B. being fully satisfied in the Premises, have remised, released, and for ever quit-claimed, and by these Presents do remise, release, and for ever quit-claim unto the said E. F. and G. H. and each of them, their and each of their Executors and Administrators, all Reckonings and Accounts, Sum and Sums of Money by them had or received, in Pursuance of the said Trust, or by means of their being Executors to the said A. B. as aforesaid; and also of and from all other Reckonings, Accounts and Demands whatsoever, from the Beginning of the World, to the Day of the Date of these Presents. In Witness, &c.

A Release of the Equity of Redemption to a House mortgaged, by Deed Poll.

K NOW all Men by these Presents, that whereas by Indentures of Lease or Demise, bearing Date &c. made or mentioned to be made between me A. B. of &c. of the one Part, and C. D. of &c. of the other Part. I the said A. B. in Consideration of &c. therein mentioned to be paid by the said C. D. and which was accordingly paid, did demise, grant, lease, set and to Farm let unto the said C. D. his Executors, Administrators and Assigns, all that Messuage, &c. [Here describe the Premises particularly as wrote in the Lease] To hold the same unto the said C. D. his Executors, Administrators and Assigns, from the &c. next before the Day of the Date of the said in Part recited Indenture of Demise, for and during and unto the full End and Term of 500 Years, from thence next ensuing and fully to be compleat and ended, without impeachment of or for any manner of Waste, at and under the yearly Rent of one Pepper-Corn, payable at or upon the Feast of &c. if lawfully demanded.

demanded. In which said in Part recited Indenture of Lease was contained a Proviso or Condition, that the same should be void on Payment of the Sum of £*c.* at a Day long since past, as in and by the said in Part recited Indenture of Lease may more fully appear. And *whereas* as the said Sum of £*c.* or any Part thereof was not paid on the Day in the said Proviso or Condition mentioned and limited for the Payment thereof, but the same together with a large Sum further for Interest, amounting in the Whole to the Sum of £*c.* remains due to the said C. D. And whereas I the said A. B. am fully satisfied, that the said Moneys so due to the said C. D. on the said in Part recited Indenture of Lease, as aforesaid is the full Value of the said mortgaged Premises, and that I the said A. B. am not able to redeem the same [Or thus, that the said C. D. hath offered to advance to me the said A. B. the further Sum of £*c.* to make the said Sum of £*c.* the full Value of £*c.*] Now know ye that I the said A. B. in Consideration thereof, [Or, in Consideration of the Sum of £*c.* of lawful Money of Great Britain to me the said A. B. in Hand well and truly paid at or before the Sealing and Delivery of the Presents, the Receipt whereof I the said A. B. do hereby acknowledge] and for quieting the said C. D. in the Possession and Enjoyment of the said Messuage, £*c.* and extinguishing all Right of Equity of Redemption of the said mortgaged Premises, I the said A. B. have remitted, released, and for ever quit-claimed, and by these Presents do remise, release, and for ever quit-claim unto the said C. D. his Executors, Administrators and Assigns, the said Proviso or Condition in the said in Part recited Indenture of Lease contained, and all Benefit and Equity of Redemption of the said Messuage £*c.* by Virtue of Colour thereof, or otherwise howsoever: And also all and singular the Covenants, Grants, Clauses and Agreements in the said in Part recited Indenture of Lease comprized, which on the Part and Behalf of the said C. D. his Executors, Administrators or Assigns, were to have been, or are or ought to be performed. And further the said A. B. for the Considerations aforesaid hath granted, bargained and sold, released, ratified and confirmed

confirmed, and by these Presents doth grant, bargain, sell and confirm unto the said C. D. his Executors, Administrators and Assigns, all and singular the said Messuage, &c. above mentioned and recited to have been granted and demised unto the said C. D. as aforesaid, and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, both in Law and Equity, of me the said A. B. of, in and to the said Messuage or Tenement and Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold*, all and singular the said Messuage &c. unto the said C. D. his Executors, Administrators and Assigns, for and during all the rest, Residue and Remainder of the said Term of 500 Years, yet to come and unexpired; freely and clearly acquitted and discharged of and from all Benefit and Equity of Redemption whatsoever. *And* the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree, do and with the said C. D. his Executors, Administrators, and Assigns, that he the said C. D. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times hereafter, during the Residue and Remainder of the said Term of 500 Years, in and by the said in Part recited Indenture of Lease granted, which is yet to come and unexpired, peaceably and quietly to have, hold, use, occupy and enjoy all and singular the said Messuage &c. and every Part and Parcel thereof, with the Appurtenances, without the Let, Suit, Trouble, Hindrance, Molestation or Interruption of me the said A. B. my Heirs or Assigns, and of all and every other Person or Persons whatsoever, claiming or to claim, by, from or under me, them or any of them. In Witness, &c.

A Release of Dower.

K NOW all Men by these Presents, that I *A. B.* Widow and Relict of *B. B.* late of &c. deceased, for and in Consideration of the Sum of &c. of lawful Money

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Money of *Great Britain*, to me the said *A. B.* by *C. B.* of *£c.* Son of the said *B. B.* deceas'd, well and truly paid the Receipt whereof I do hereby acknowledge, *have* remised, released, and for ever quit-claimed, and by these Presents do remise, release, and for ever quit-claim unto the said *C. B.* all and all Manner of Dower, and Right and Title of Dower whatsoever, which I the said *A. B.* now have, may, might, should, or of Right ought to have or claim of, in or out of all and every the Manors, Messuages, Lands, Tenements and Hereditaments which were belonging to the said *B. B.* my late Husband, at any Time during the Coverture between him and me the said *A. B.* situate, *£c.* or elsewhere : And also all Manner of Action or Actions, Writ and Writs of Dower whatsoever, so as neither I the said *A. B.* nor any other Person for me, or in my Name, any Manner of Dower, or Writ or Action of Dower, or any Right or Title of Dower of or in the said Manors, Lands, Tenements and Hereditaments, or of or in any Part or Parcel thereof, at any Time hereafter shall or may have, claim, or prosecute against the said *C. B.* his Heirs or Assigns. In Witness whereof, *£c.*

A Release of Errors.

NOW all Men by these Presents, that I *A. B.* of *£c.* have remised, released, and for ever quit-claimed, and by these Presents do remise, release, and for ever quit-claim unto *C. D.* of *£c.* all and all Manner of Error and Errors, Cause and Causes of Error, Misprisions, Mis-entries, Defects and wrongful Pleading and Proceedings whatsoever, made, committed, omitted or done, in, about, or concerning one Judgment for the Sum of *£c.* together with Costs of Suit by the said *C. D.* obtained against me in his Majesty's Court of *£c.* at *Westminster* in *Trinity* Term last past ; and also all Writ of Error or Errors whatsoever concerning the same. In Witness, *£c.*

See more of Releases under the Head of Conveyances.

A Receipt or Acquittance for Rent paid.

Received this — Day of &c. of Mr. *A. B.* the Sum of Twenty Pounds in Money, which, with Ten Pounds more, disbursed by the said *A. B.* for Taxes and Reparations of the Messuage &c. he now occupies, situate &c. makes in the whole the Sum of Thirty Pounds, and is in full of half a Year's Rent due to me out of the said Premises at *Martinmas* Day last. I say receiv'd

l.	s.	d.
30	0	0

By me *C. D.*

A general Receipt.

Received of Mr. *A. B.* the Sum of Five Pounds, in full for &c. and of all demands. I say received by me

l.	s.	d.
5	0	0

C. D.

N. B. A general Receipt will discharge all Debts, except such as are on Specialty, *i. e.* Bonds, Bills, and other Instruments that may properly be called Acts or deeds, *viz.* Those that require to be executed in a solemn Manner, where the Sealing and Delivery are the most essential Parts of the Act; and on that Account can only be destroyed by something of equal Force, *viz.* Some other Specialty, such as a General Release, &c. This Receipt will not discharge indorstable Promissory Notes, or Inland Bills. See Promissory Notes under Head Bonds, &c.

An Acquittance for Debt received of a third Hand.

Received this &c. of Mr. *A. B.* by the
 Hands of Mr. *C. D.* the Sum of Five
 Pounds, in full for certain Goods, &c.
 bought by the said *A. B.* of me. I say,
 receiv'd in full of all Demands,
 By me *E. E.*

l. s. d.
 5 0 0

An Acquittance for Money received by a third Person, for the Use of another.

Received this &c. of Mr. *A. B.* the Sum
 of Ten Pounds, in full for Work done
 by Mr. *C. D.* for the said Mr. *A. B.* I say
 received by the Order and for the Use of the
 said Mr. *C. D.*
 By me *G. H.*

l. s. d.
 10 0 0

An Acquittance for Money received in Part of a Debt due on Bond.

Received this &c. of Mr. *A. B.* the Sum
 of Sixty Pounds, in Part of Payment
 of a greater Sum due to me on Bond from
 the said Mr. *A. B.* I say received
 By me *C. D.*

l. s. d.
 60 0 0

A Receipt for Interest due on Bond.

Received this &c. of Mr. *A. B.* the Sum
 of Five Pounds, in full for one Year's
 Interest of 100 l. due to me at *Christmas*
 last on Bond from the said *A. B.* I say
 received
 By me *C. D.*

l. s. d.
 5 0 0

Note

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Note : Besides these Receipts to be taken on Payment of Money due on Bonds, it is proper to have each Payment mentioned on the Back of the Obligation.

An Acquittance for a Legacy.

Received this &c. of *A. B.* Executor of the last Will and Testament of *C. D.* late of &c. deceased, the Sum of Eighty Pounds, in full of a Legacy bequeathed to me in and by the Last Will and Testament of the said *C. D.* I say received in full of all Demands,

By me *E. F.*

An Acquittance to an Administrator, on Payment of a Debt due from the Intestate.

Received this &c. of Mr. *A. B.* Administrator of the Goods and Chattels, Rights and Credits of *C. D.* late of &c. deceased, the Sum of One Hundred Pounds, in full of a Debt owing to me by the said *C. D.* in his Life-Time, for Household Goods by me sold him. I say received in full of all Demands,

By me

A Receipt proper to be taken upon a Person's giving a Promisory Note for a Book-Debt.

Received this &c. of Mr. *A. B.* a Promisory Note for the Sum of Fifteen Pounds, payable to me, or Order, ——— Months after Date ; which Sum, when paid, is in full of all Demands. I say received,

By me *E. F.*

*An Acquittance for the Purchase-Money on the
executing of a Conveyance, to be endorsed
on the Back of the Deed.*

Received the Day and Year within
written, of the within named *A. B.*
the Sum of One Thousand Pounds, being
the full Consideration - Money within
mentioned to be paid to me. I say re-
ceived by me

l. s. d.
1000 0 0

E. F.

*Witnesses to the Pay-
ment of the Money,*

*A Receipt for Writings entrusted in a Person's
Hands.*

Received this &c. of *A. B.* of &c. four several Deeds
or Conveyances; one of them purporting to be a
Lease of &c. and made between &c. another of them to
be an Assignment of the said Lease, and made between
&c. and the other two to be a Lease and Release, and
made between &c. For which several Deeds or Wri-
tings I hereby promise to be accountable, and to redeli-
ver the same to the said *A. B.* on Demand. Witness &c.

Of BARGAINS and SALES.

A Bargain and Sale transfers Lands or Tenements from
one Person to another; but a Bill of Sale only the
Property of Goods. There must always be a valuable
Consideration, where Lands are conveyed by Bargain
and Sale: And where the Freehold is by such Deed to
pass, Inrollment is necessary within Six Months after
the Date of the Bargain and Sale, and then it needs no
Livery and Seisin. A Bill of Sale of Goods and Chat-
tels may be made without a valuable Consideration, or
Inrollment; but must have Livery and Seisin.

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Tho' a Deed of Conveyance express a Consideration of Money upon a Purchase, it is no Proof that the Money expressed was really paid; but Proof of it must be actually made by Witnesses.

A Bargain and Sale of Lands.

THIS Indenture made the — Day of — in the — Year of the Reign of — by the Grace of God &c. And in the Year of our Lord &c. Between *A. B.* of &c. of the one Part, and *C. D.* of &c. of the other Part, witnesseth, That the said *A. B.* for and in Consideration of the Sum of &c. of lawful Money of *Great Britain* to him the said *A. B.* in Hand well and truly paid, the Receipt whereof is hereby acknowledged; he the said *A. B.* hath granted, bargained and sold, and by these Presents doth grant, bargain and sell unto the said *C. D.* his Heirs and Assigns, All those Messuages &c. and also all Trees, Woods, Underwoods, Tishes, Commons and Common of Pasture, Ways, Watercourses, Profits, Commodities, Advantages, Hereditaments and Appurtenances whatsoever, to the said Messuages &c. above mentioned belonging, or in any wise appertaining; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and of every Part and Parcel thereof; and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *A. B.* of, in and to the said Messuages, &c. and Premises, and every Part thereof: *To have and to hold the said Messuages &c. and all and singular other the Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever. And the said A. B. for himself and his Heirs, the said Messuages &c. and Premises, and every Part thereof, against him and his Heirs, and against all and every other Person and Persons whatsoever, to the said C. D. his Heirs and Assigns, shall and will warrant and for ever defend by these Presents. In Witness &c.*

Scaled &c.

The Method of Enrollment of a Bargain and Sale of Lands, &c.

AFTER the Deed is acknowledged by the Bargainor, the Secondary enters the same in the Roll, thus, viz.

Be it remembred, that the — Day of &c. thither in the same Term before the Lord the King at *Westminster*, came *A. B.* of &c. in the County of &c. in his proper Person, and brought here into the Court of the said Lord the now King, before the King himself at *Westminster*, a certain Indenture of Bargain and Sale, which he hath acknowledged to be his Deed; and he desired that the said Indenture might be enrolled in the said Court of the Lord the now King, before the said Lord the King at *Westminster*, might be of Record enrolled; and it is enrolled in these Words following. *This Indenture &c. [Here the Deed must be inserted verbatim.]*

Afterwards is wrote in large Text, on the Back of the Deed as follows, viz.

Inrolled in the Court of the Lord the King, before the King himself at *Westminster*, of the Term of &c. in the — Year of the Reign of &c. now King of *Great Britain, &c.*

Roll.

A Bill of Sale of Goods.

KNOW all Men by these Presents, that I *A. B.* of &c. for and in Consideration of the Sum of &c. of lawful Money of *Great Britain*, to me in Hand paid by *C. D.* of &c. at or before the Sealing and Delivery of these Presents, the Receipt whereof I the said *A. B.* do hereby acknowledge, have granted, bargained and sold, and by these Presents do grant, bargain and sell unto the said *C. D.* his Executors, Administrators and Assigns, all the Goods, Household Stuff, Implements and Furniture, particularly mentioned, expressed and contained

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contained in the Schedule hereunto annexed, [Or thus, herein after particularly mentioned, that is to say, one Bedstead, &c.] all and singular which said Premises are now remaining, standing and being in a certain Messuage or Tenement, situate &c. and now or late in the Occupation of the said *A. B.* To have and to hold all and singular the said Goods, Household Stuff and Furniture, and other the Premises above bargained and sold, or mentioned or intended so to be, to the said *C. D.* his Executors, Administrators and Assigns for ever. And I the said *A. B.* for myself my Heirs, Executors and Administrators, all and singular the said Goods &c. unto the said *C. D.* his Executors, Administrators and Assigns, against me the said *A. B.* my Executors and Administrators, and against all and every other Person and Persons whatsoever, shall and will warrant and for ever defend by these Presents. Of all and singular which said Goods, &c. I the said *A. B.* have put the said *C. D.* in full Possession, by delivering to him the said *C. D.* one Silver Spoon, at the Sealing and Delivery of these Presents, in the Name of the whole Premises hereby bargained and sold, or mentioned or intended so to be, unto him the said *C. D.* as aforesaid. In witness &c.

The Form of indorsing Livery and Seisin on the above Bill of Sale.

Memorandum the Day and Year first within written, Livery and Seisin of the Goods, &c. by the within written Deed, bargained and sold, was delivered by the said *A. B.* to the said *C. D.* by giving and delivering to the said *C. D.* one Silver Spoon, in the Name of the whole Goods and Premises sold, in the Presence of us,

A Bill of Sale of Part of a Ship, by Indenture.

THIS Indenture made ——— Day of ——— in the Year &c. between A. B. of &c. of the one Part, and C. D. of &c. of the other Part, *witnesseth*, that the said A. B. for and in Consideration of the Sum of &c. of lawful Money of *Great Britain*, to him the said A. B. in Hand well and truly paid, at or before the Sealing and Delivery of these Presents, the Receipt whereof the said A. B. doth hereby acknowledge, hath granted, bargained and sold, and by these Presents doth grant, bargain and sell unto the said C. D. his Executors, Administrators and Assigns, one fourth Part, the whole into four Parts equally to be divided, of all that Ship or Vessel, called &c. of the Burthen of &c. together with one full fourth Part, the whole to be divided as aforesaid, of all the Masts, Sails, Sail-yards, Anchors, Cables, Ropes, Cords, Boats, Oars, Guns, Gunpowder, Shot, Tackle, Apparel, Ammunition and Furniture to the said Ship belonging, or in any wise appertaining: *To have and to hold* the said fourth Part of the said Ship or Vessel, and other the Premisses hereby granted, bargained and sold, or mentioned or intended so to be, unto the said A. B. his Executors, Administrators and Assigns for ever, as his and their own proper Goods, and to and for his and their own proper Use and Uses for ever. *And* the said A. B. doth hereby, for himself, his Heirs, Executors and Administrators, covenant, promise, grant and agree to and with the said C. D. his Executors, Administrators and Assigns, that the said A. B. at the Time of the Sealing and Delivery of these Presents, is the true and lawful Owner and Proprietor of the said fourth Part of the said Ship or Vessel and Premisses hereby granted, bargained and sold, or mentioned or intended so to be, unto the said C. D. his Executors, Administrators and Assigns, as aforesaid. And that he the said C. D. at the Time of the Sealing and Delivery hereof, hath in himself full Power and good Authority in Law, to grant, bargain

bargain and sell the said fourth Part of the said Ship or Vessel and Premises above bargained and sold, or mentioned or intended so to be, unto the said C. D. his Executors, Administrators and Assigns in Manner aforesaid. And also that it shall and may be lawful to and for the said C. D. his Executors, Administrators and Assigns, from Time to Time and at all Times hereafter, quietly and peaceably, to have, hold, possess and enjoy the said fourth Part of the said Ship, and all other the Premises hereby granted or mentioned or intended so to be, without the Let, Trouble, Denial, Molestation, Hindrance or Disturbance whatsoever, of him the said A. B. his Executors, Administrators or Assigns, or of any other Person or Persons whatsoever, lawfully claiming or to claim by, from or under him, them, or any of them. And that freed and discharged of and from all former and other Bargains, Sales and Incumbrances made, done or committed by him the said A. B. or any other Person or Persons by his Order, Consent, Privy and Procurement. In Witness &c.

Of Gifts, Grants and Exchanges.

A Deed of Gift passes either Lands or Goods. It is good against the Donor or Person that makes it, and all others, except Creditors, when it shall appear to be done with an Intent to defeat them of their Debts; in which Case the Law adjudgeth such Deed void as to such Creditors. Grants are of the like Nature with Deeds of Gift. In a good Grant or Gift, there must be a Grantor or Donor able to grant; and a Grantee or Donee capable of the Thing granted.

An Exchange is where a Person being seised or possessed of certain Lands, and another Person of other Lands, exchange their Interests, so that each shall have the other's Lands. Both the Estates granted must be equal; as Fee-simple for Fee-simple, Life for Life, a Term for the like Term, &c. Yet the Things exchanged need not be of one Nature, or equal in Value. In every Exchange is imply'd a Condition of Re-entry upon the Lands given

in Exchange, if either of the Parties is evicted of the Land granted him, or any Part thereof.

A Deed of Gift of a Personal Estate.

K Now all Men by these Presents, that I A. B. &c. in Consideration of the natural Love and Affection, which I have and bear unto my beloved Sister C. B. and also for divers other good Causes and Considerations me the said A. B. hereunto moving, have given, granted and confirmed, and by these Presents do give, grant and confirm unto the said C. B. all and singular my Goods, Chattels, Plate, Jewels, Leases and Personal Estate whatsoever, in whose Hands, Custody or Possession soever they be, within the Kingdom of Great Britain; To have, hold and enjoy all and singular the said Goods, Chattels and Personal Estate aforesaid, unto the said C. B. his Executors, Administrators and Assigns, to the only proper Use and Behoof of the said C. B. his Executors, Administrators and Assigns for ever. And I the said A. B. all and singular the said Goods, Chattels, Personal Estate, and other the Premises to the said C. B. his Executors, Administrators and Assigns, against me the said A. B. my Executors and Administrators, and all and every other Person and Persons whatsoever, shall and will warrant, and for ever defend by these Presents. Of all and singular which said Goods, Chattels, Personal Estate, and other the Premises, I the said A. B. have put the said C. B. in full Possession, by delivering to him one Pewter Dish, at the Time of the Sealing and Delivery of these Presents, in the Name of the whole Premises hereby granted. In Witness, &c.

N. B. A Memorandum of Livery and Seisin, in the Form of that to be endorsed on a Bill of Sale of Goods, must be here likewise used.

A Deed of Gift of a Manor and Lands. See Proffments.

A Grant

A Grant of an Advowson.

K NOW all Men by these Presents, that I *A. B.* of &c. Esq; Patron of the Rectory or Parish Church of &c. in the Diocese of &c. for divers good Causes and Considerations me hereunto moving, *have* given, granted and confirmed, and by these Presents *do* for myself and my Heirs, give, grant and confirm unto *C. D.* of &c. his Executors, Administrators and Assigns, the first and next Advowson, Donation, Nomination, Presentation, free Disposition and Right of Patronage, of and to the Parsonage, Rectory or Parish Church of &c. aforesaid, with full Power and Authority to and for the said *C. D.* his Executors, Administrators and Assigns, to present a fit Person to the said Rectory or Parish Church, whensoever the same shall first and next happen to become void, by the Death, Resignation or Deprivation of &c. the present Incumbent thereof, or otherwise howsoever: And to do and perform all and every Act and Acts, Thing and Things whatsoever, in order to the same, in as full large and ample Manner, to all Intents and Purposes as I the said *A. B.* or my Heirs, may, might, or hereafter could have done, if this present Grant had not been made, freed and discharged, or otherwise by me the said *A. B.* and my Heirs, well and sufficiently saved harmless, and kept indemnified of and from all and all Manner of former or other Gifts, Grants or Incumbrances whatsoever, whereby to defeat or make void this present Grant, had, made, committed, done or suffered, or to be had, made, done or suffered by me the said *A. B.* my Heirs or Assigns, or by any other Person or Persons whatsoever, lawfully claiming, by, from or under me, them, or any of them. *In Witness, &c.*

A Grant

A Grant of an Annuity by Indenture.

THIS Indenture made &c. between *A. B.* of &c. of the one Part, and *C. D.* of &c. of the other Part, *witneseth*, That the said *A. B.* for and in Consideration of the Sum of &c. to him in Hand well and truly paid by the said *C. D.* at or before the Sealing and Delivery of these Presents, the Receipt whereof the said *C. B.* doth hereby acknowledge, hath given, granted and confirmed, and by these Presents *doth* give, grant and confirm unto the said *C. D.* and his Assigns, one Annuity of &c. to be received, taken, had, and to be issuing out of all that Messuage &c. with all and singular the Appurtenances thereunto belonging, and every Part and Parcel thereof, unto the said *C. D.* and his Assigns, for and during the natural Life of him the said *C. D.* payable, and to be paid at and upon &c. yearly, by even and equal Portions, the first Payment to begin and be made at or upon &c. And if it shall happen, that the said Annuity of &c. or any Part thereof to be behind or unpaid, in Part or in all, by the Space of twenty-one Days next after either of the said Days or Times of Payment thereof, whereupon the same should or ought to be paid as aforesaid; that then, and so often, and at any Time thereafter, it shall and may be lawful to and for the said *C. D.* and his Assigns, into and upon the said Messuage and Premises above-mentioned, or any Part thereof, to enter and distress, and the Distress and Distresses then and there found, to take, lead, drive, carry away and impound, and the same in Pound to take, hold and keep, until the said Annuity and the Arrears thereof, (if any shall be) together with all Costs and Charges thereabout, or concerning the same, shall be fully paid and satisfied. And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant, grant and agree, to and with the said *C. D.* his Executors, Administrators and Assigns, that he the said *A. B.* his Heirs, Executors or Administrators, shall and will well and truly

pay,

pay, or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the said Annuity or yearly Rent-charge of &c. above, at the Days and Times, and in Manner and Form, as above expressed and limited for Payment thereof, according to the true Intent and Meaning of these Presents. And also, that the said Messuage &c. above-mentioned to be charged, or chargeable with the said Annuity hereby granted, shall from Time to Time be and continue overt, and sufficient for the Payment of the said Annuity of &c. yearly, during the Life of the said C. D. *In Witness,* &c.

A Deed of Gift of a Manor and Lands by Indenture.

THIS Indenture made &c. between A. B. of &c. of the one Part, and C. B. Son and Heir apparent of the said A. B. of the other Part, *witnesseth*, that the said A. B. as well for and in Consideration of the natural Love and Affection which he the said A. B. hath and beareth unto the said C. B. as also for the better Maintenance, Support, Livelihood and Preferment of him the said C. B. hath given, granted, aliened, enfeoffed and confirmed, and by these Presents, doth give, grant, alien, enfeoff and confirm unto the said C. B. his Heirs and Assigns, *All* that Capital Messuage, Site or Mansion-house, with the Dove-house, Stable, Barn, Orchard, Garden, and several Pieces or Parcels of Land, Arable, Meadow and Pasture Ground thereunto adjoining and belonging, commonly called or known by the Name of &c. now or late in Tenure, Possession or Occupation of &c. their Tenants, Under-tenants or Assigns: And all that the Manor or Lordship of &c. lying and being in &c. together with all and singular Houses, Ourhouses, Edifices, Buildings, Barns, Stables, Courts, Courtilages, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Feedings, Trees, Woods, Underwoods, Commons, Common of Pasture, Ways, Paths, Passages, Waters, Water-courses, Easements, Profits,

Profits, Commodities, Royalties, Privileges, Franchises, Liberties, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever, to the said Capital Messuage, Manor, Lands, Tenements, Hereditaments and Premises hereby mentioned, or intended to be granted and confirmed unto the said C. B. as aforesaid, or any Part or Parcel thereof belonging, or in any wise appertaining or therewithal commonly held, used, occupied or enjoyed, or accepted, reputed, taken or known as Part or Parcel of, or belonging to the same; and the Reversion and Reversions, Remainder and Remainders, Rents, Services, Issues, and Profits of all and singular the said Premises, with their Appurtenances, and all the Estate, Right, Title, Interest, Property, Claim, Challenge and Demand whatsoever of him the said A. B. of, in and to the said Capital Messuage, Manor, Lands, Tenements and Premises, and of, in and to every Part and Parcel thereof, with their and every of their Appurtenances: And all Deeds, Evidences and Writings concerning the said Premises only, or any Part thereof, now in the Hands, Custody or Possession of the said A. B. or which he may get or come by, without Suit in Law or in Equity; together with true Copies of all other Deeds, Evidences and Writings concerning the said Premises, or any Part thereof, amongst other Lands; the same Copies to be made, written and taken at the proper Costs and Charges of the said C. B. his Heirs or Assigns: *To have and to hold* the said Capital Messuage, Manor, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted and confirmed, or mentioned or intended so to be, with their and every of their Appurtenances, unto the said C. B. his Heirs and Assigns, to the only proper Use and Behoof of him the said C. B. his Heirs and Assigns for ever. And the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant, grant and agree, to and with the said C. B. his Heirs and Assigns, by these Presents, that he the said C. B. his Heirs and Assigns, shall and lawfully may from Time to Time, and all Times hereafter, peaceably and quietly have, hold, use, occupy, possess and en-

Engrossing.

a b c d e f f f g h i j k l l m n o p q
 r r s o o t t u v w x x y z z.

A B C D E F F G H I J K
 M N O P P Q R S S T
 V W W X X Y Z Z.

This Indenture made the
 twenty first Day of May in
 the Eleventh Year of the Reign
 of our Sovereign Lord George the
 third of Great Britain France
 and Ireland King defender of
 the Faith and in the year of our
 Lord God One Thousand seven
 hundred and Thirty Eight. &c.

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joy the said Capital Messuage, Manor, Lands, Tenements, Hereditaments and Premises hereby granted and confirmed, or mentioned or intended to be hereby granted and confirmed, with their and every of their Appurtenances, free, clear and fully discharged, or well and sufficiently saved, kept harmless and indemnified, of, from and against all former and other Gifts, Grants, Bargains, Sales, Jointures, Feoffments, Dowers, Estates, Entails, Rents, Rent-charges, Arrearages of Rents, Statutes, Judgments, Recognisances, Executions, Statutes-Mer. ——— and of the Staple, Extents, and of, from ——— former and other Titles, Troubles, Charges and ——— ances whatsoever, had, done or suffered, or to be had, made, done or suffered by him the said A. B. his Heirs or Assigns, or any other Person or Persons, lawfully claiming or to claim, by, from or under him, them or any of them. *In Witness,* &c.

Note; Livery and Seisin must be delivered on this Grant. See *Livery and Seisin*.

A Grant of the Office of Clerk of the Peace.

TO all People to whom these Presents shall come, I *John* Duke and Marquess of &c. *Custos Rotulorum* of the County of &c. send greeting: Whereas his present Majesty King ———, hath by his Letters Patent under the Great Seal of *Great Britain*, nominated and appointed me the said Duke of &c. his Majesty's *Custos Rotulorum* of the said County of &c. as by the said Letters Patent may appear. *Now know ye*, that I the said Duke of &c. being fully informed and satisfied of the Learning and Experience of A. B. of &c. Gent. in the Laws of this Realm, of his Ability, Prudence and Integrity, and his being, in all Respects, well qualified for the Execution of Clerk of the Peace; in Pursuance of the Power and Authority to me given by the said Letters Patent, or otherwise howsoever; and to the Intent the said Office of Clerk of the Peace may be well

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well and duly executed by a Person of Knowledge and Integrity, residing in the same County, *have given and granted*, and by these Presents *do give and grant* unto the said *A. B.* the said Office and Clerkship of Clerk of the Peace of the County of &c., aforesaid; To have, hold, enjoy and execute the said Office by him or his sufficient Deputy, and take and receive the Fees, Perquisites and Profits thereof for so long Time as he the said *A. B.* shall well and duly execute and demean himself in the said Office. *Given* under my Hand and Seal this ——— Day of ——— in the ——— Year of &c. and in the Year of our LORD, &c.

A Grant or Deputation of a Bishop's Register

TO all Christian People to whom these Presents shall come, I *A. B.* Notary and Principal Register to the Bishop of &c. and his Successors, Bishops of &c. in and through the whole Diocese and Jurisdiction of &c. and Scribe &c. send *greeting* in our LORD GOD everlastingly. *Know ye*, that I the said *A. B.* for divers good Causes and Considerations me hereunto moving *have constituted and appointed*, and by these Presents *do constitute and appoint* *C. D.* of &c. to execute for me, and in my Name, the aforesaid Office of Register and Scribe to the aforesaid Bishop of &c. *To hold* the same during the Pleasure of me the said *A. B.* and do also hereby, during my said Pleasure, order, direct and authorise him the said *C. D.* to receive and take to the use of me the said *A. B.* all the lawful Fees, Perquisites and Profits belonging, or any Ways appertaining, or incident to the same; and also to do and execute all and every such other lawful Act and Acts, Thing and Things, pertaining to the Office aforesaid, in as large and ample Manner to all Intents and Purposes, as I the said *A. B.* may, might or can do. *In Witness*, &c.

German Text.

a b c d e f f f g h i j k l m n o p
q r s t t u v w x y z.

B C D E F G H I
L M N O P Q R
T U V W X Y Z.

1 2 3 4 5 6 7 8 9.

Bad Examples are of
dangerous Consequence
to Young Persons.

G. Bickham sc.

The first thing
 you must do is to
 get your mind
 ready for the
 work you are
 about to do. You
 must be able to
 concentrate on
 the task at hand
 and not let your
 mind wander. This
 is the first step
 to success.

The second thing
 you must do is to
 get your body
 ready for the
 work you are
 about to do. You
 must be able to
 stand for long
 periods of time
 and not get
 tired. This is the
 second step to
 success.

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An Exchange of Lands for a Term of Years.

THIS Indenture made &c. between *A. B.* of &c. of the one Part, and *C. D.* of &c. of the other Part, *witnesseth*, that the said *A. B.* hath given, granted, bargained and sold, and by these Presents doth grant, bargain and sell unto the said *C. D.* his Executors, Administrators and Assigns, *All* that Messuage or Tenement, with the Appurtenances, situate &c. together &c. [*See Leases for the general Words to be used in a Demise of Houses*] *To have and to hold* the said Messuage or Tenement and Premises above-mentioned, with the Appurtenances, unto the said *C. D.* his Executors, Administrators and Assigns, from the ——— Day of ——— last past, before the Day of the Date hereof, for and during, and unto the full End and Term of ninety-nine Years, from thence next ensuing, and fully to be compleat and ended, if he the said *A. B.* and *C. D.* shall so long live, in Exchange for one other Messuage &c. situate &c. by the said *C. D.* granted unto the said *A. B.* his Executors, Administrators and Assigns, as herein after mentioned. *And this Indenture further witnesseth*, that the said *C. D.* in Consideration of the said Bargain and Sale so made unto him the said *C. D.* by the said *A. B.* as aforesaid, hath given, granted, bargained and sold, and by these Presents doth grant, bargain and sell unto the said *A. B.* his Executors, Administrators and Assigns, *All* that the said Messuage or Tenements, with the Appurtenances last above-mentioned, together &c. [*See as before directed*] *To have and to hold* the said last mentioned Messuage or Tenement and Premises, with the Appurtenances unto the said *A. B.* his Executors, Administrators and Assigns, from the said ——— Day of ——— last past, for and during, and unto the full End and Term of ninety-nine Years, from thence next ensuing and fully to be compleat and ended, if he the said *C. D.* and *A. B.* shall so long live, in Exchange for the said Messuage &c. first above-mentioned to be granted by the said *A. B.*

to the said *C. D.* in Exchange as aforesaid. And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant, grant and agree, to and with the said *C. D.* his Executors, Administrators and Assigns, that he the said *C. D.* his Executors, Administrators and Assigns, shall and may, from Time to Time and at all Times hereafter, during the said Term hereby granted by the said *A. B.* as aforesaid, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage &c. and other the Premises first above mentioned, with the Appurtenances, without the Let, Suit, Trouble, Hindrance, Molestation, Interruption, Eviction or Disturbance of him the said *A. B.* his Executors or Administrators, or any of them, or of, or from any other Person or Persons whatsoever, lawfully claiming or to claim, by, from or under him, them, or any of them. And the said *C. D.* for himself &c. [*Here insert from C. D. to A. B. the like Covenant with the last, as to the quiet Enjoyment of the last mentioned Messuage &c. sold by him*] Provided always, nevertheless, and these Presents are upon this Condition, and it is the true Intent and Meaning of the Parties hereunto, that if it shall happen, that either of the said Parties to these Presents, their Executors, Administrators or Assigns, shall at any Time hereafter, during the said respective Terms above granted, by Colour or Means of any former or other Gift, Grant, Bargain or Sale, or otherwise howsoever, to be outed or evicted of, and from the Possession of either of the said Messuages or Tenements, and other the Premises, so respectively granted in Exchange, as aforesaid, or any Part thereof, then, and in such Cases, these Presents, and every Matter and Thing therein contained, shall be utterly void, and of none Effect, and then and therefore it shall and may be lawful to and for the Party or Parties so outed or evicted, into his or their said former Messuage or Tenement and Premises, with all and singular the Appurtenances to re-enter, and the same to have again repossess and enjoy, as of his and their former Estate or Estates, any thing herein contained to the contrary thereof, in any wise notwithstanding. *In Witness*
 &c.

Of Leases.

A Lease or Demise is a Deed in Writing, whereby the Enjoyment of a real Thing for a fix'd Time, under a certain Rent, or on other Conditions is contracted for. The Person granting the Lease is called the *Lessor*, and the Tenant or Person to whom it is granted, the *Lessee*.

Leases are either for Life or Years; such as are for Life, are called *Freehold*, and require *Livery* and *Seisin*, which you may see under its proper Head. Leases for Years are termed *Chattels*, *i. e.* a personal Estate, which descends not to the Heir of the deceased Party; as in Cases of Estates of Inheritance, but goes to his Executors or Administrators. A Tenant in Tail, who may be said to have only a Life Estate, may grant Leases for three Lives, or twenty-one Years, of Lands commonly to Farm, under the accustomed Rent, or more, provided the Lease be indented and made to commence from its Date; and Bishops, &c. may do the same, in respect to their Spiritual Lands. 32 H. 8.

A Lease of Ground for building a House upon.

THIS Indenture made the ——— Day of ——— in the Year of the Reign of &c. and in the Year of our LORD &c. between A. B. of &c. of the one Part, and C. D. of &c. of the other Part, *witneseth*; that the said A. B. for, and in Consideration of the Rent, Covenants and Agreements herein after-mentioned and reserved, on the Part and Behalf of the said C. D. to be paid, done and performed, *both* granted, demised, leased, set and to farm-letten, and by these Presents *doth* grant, demise, lease, set and to farm-let unto the said C. D. his Executors, Administrators and Assigns, *All* that Piece or Parcel of Ground, containing in Length, twenty-five Foot, and in Breadth twenty Foot, or thereabouts, lying and being in or near &c. *To have and*

and to hold the said Piece or Parcel of Ground above mentioned, unto the said C. D. his Executors, Administrators and Assigns from &c. for and during the full End and Term of &c. from thence next ensuing, and fully to be compleat and ended; *yielding and paying* therefore yearly and every Year, during the said Term unto the said A. B. his Heirs or Assigns, [*These Words Heirs or Assigns, are only to be used where the Interest is in the Lessor; for where he has only a temporary Estate in the Thing leased, you must in the Place of Heirs, &c. use Executors, Administrators or Assigns* the yearly Rent or Sum of &c. of lawful Money of Great Britain, on the two most usual Feasts or Days of Payment of Rent, in the Year, (that is to say) the Feast of St. Michael, the Archangel, and the Annunciation of the Blessed Virgin Mary, by even and equal Portions; the first Payment thereof to begin and be made at or upon the Feast-Day of St. Michael the Archangel next ensuing the Date of these Presents. Provided always, nevertheless, and it is the true Intent and Meaning of these Presents, and of the Parties hereunto, that if it shall happen that the said yearly Rent of &c. hereby reserved, or any Part thereof, to be behind and unpaid, by the Space of ——— Days next over, or after either of the said Feast-Days, whereon the same ought to be paid, as aforesaid (the same being lawfully demanded) that then, and from thenceforth it shall, and may be lawful to and for the said A. B. his Executors, Administrators or Assigns, into and upon the said demised Premises, and every, or any Part or Parcel thereof, with the Appurtenances, in the Name of the whole, to re-enter, and the same to have again, repossess and enjoy, as in his or their first and former Estate or Estates, and him the said C. D. his Executors, Administrators and Assigns, and all and every other the Occupiers or Possessors of the said demised Premises, from thence utterly to expel, remove, and put out; any thing in these Presents contained to the contrary thereof in any wise notwithstanding. And the said C. D. for himself, his Heirs, Executors and Administrators, doth covenant, grant and agree, to and

th the said *A. B.* his Heirs and Assigns [*But thus, Executors, Administrators and Assigns, in Case the* for has only a temporary Estate in what is leased] he the said *C. D.* his Executors, Administrators or Assigns, shall well and truly pay, or cause to paid unto said *C. D.* his Heirs or Assigns [*or Executors, &c. in the above Observation*] the aforesaid yearly Rent &c. at the Days and Times, and in such Manner and Form, as herein before is limited and appointed for Payment thereof, according to the true Intent and meaning of these Presents. And that he the said *C. D.* Executors, Administrators or Assigns, shall and will before the Feast-Day of &c. next ensuing the hereof, at his or their own proper Costs and Charges, in all Things, make, erect, set up and finish, cause or procure to be made, erected, set up and finished, upon the said Piece or Parcel of Ground herein before-mentioned and demised, one good and substantial House of Brick, of three Stories high, besides the Garrets, the lower Story whereof to be ten Feet high, at the least, the next Story over that to be likewise ten Feet high, at the least, the third Story to be eight Feet high, at the least, and the Garrets to be six Feet high, at the least; and shall and will make, or cause to be made to every Room thereof (the Garrets excepted) two good Sash-windows of good Carpenter's or Joiner's Work, each of them six Feet high, and four Foot broad at the least, and shall and will well and sufficiently wash and glaze the same with good Crown-Glass, and shall and will cieel all the Floors over-head with Lime and Hair, without any Loam, and make convenient sash-windows to all the Garrets, and tile over all the said Building with ——— Tiles, and lay the Tiles with Lime and Sand; and shall and will make convenient Doors, with Hooks, Hinges, Locks and Keys to all the Rooms of the said Building; and Floor, with Board-board, all the Floors, and nail them with eight penny Nails; and make convenient Chimnies with Brick, Lime and Sand, and Free-stone Hearths, and a convenient Cellar throughout all the said Building, to be paved with Brick; and a Vault of Brick for a Privy,

Privy, such Vault to be continued and carried up with a leaden Pipe into the Garret; and shall pave with Stone the Street on both Sides the said Building. And that he the said *C. D.* his Executors, Administrators or Assigns, shall and will from Time to Time, and at all Times during the said Term of ——— Years, well and sufficiently repair, uphold, support, maintain, sustain, amend and keep the said Building and Tenement so erected and finished, in, by and with all Manner of needful and necessary Reparations whatsoever; and the same being in and by all Things so well and sufficiently repaired, upheld and kept in good and sufficient Repair shall and will, at the End, or other sooner Determination of the said Term of *&c.* hereby granted, peaceably and quietly leave, surrender and yield up unto the said *A. B.* his Heirs or Assigns [*or Executors, &c. as observed before*] together with all and every Doors, Windows, Window-Shutters, Locks, Keys, Bolts, Staples, Latches, Hooks, Hinges, Wainscots, Cisterns, Pipes, Pumps, Conduits, Dressers, Tables, Shelves, Hearths, Grates, Stoves, Chimnies, Chimney-pieces, Sashes and Glasses, of and belonging to the same. And the said *C. D.* doth hereby further covenant, grant and agree, that neither he the said *C. D.* his Executors, Administrators, nor any other Person or Persons, on his or their Account, shall, or will at any Time during the said Term hereby granted, sell or retail any Beer, Ale, or other Liquors whatsoever, nor keep any victualling or other such publick House of Entertainment, within the said Building or Tenement so to be erected as aforesaid nor use, permit or suffer the Trade of a Tallow Chandler, or other such like offensive Trade to be carried on therein, without the Licence of the said *A. B.* his Heirs or Assigns [*or Executors &c. as above*] first had and obtained in Writing. Provided also nevertheless that and it is further covenanted and agreed, by and between the said Parties to these Presents, that if the said *C. D.* his *&c.* do not before the Feast-Day of *&c.* aforesaid at his and their own Costs and Charges, make, erect, build up and finish the said House, Building or Tenement, in all Things as the said *C. D.* hath before covenanted and

reed to do: That then and from thenceforth this present Lease or Demise, and every Thing therein contained, shall cease, be void, and of no Effect; and the Estate hereby granted to the said C. D. his Executors, Administrators and Assigns shall cease and determine to the Intent, Intentions, Constructions and Purposes whatsoever, any thing herein contained to the contrary thereof in anywise notwithstanding. And the said A. B. doth for himself, his Heirs, Executors and Administrators, covenant, grant and agree to and with the said C. D. his Executors, Administrators and Assigns, that he the said C. D. his Executors, Administrators and Assigns, paying the Rent and performing all and singular the Covenants and Agreements before, in and by these Presents comprised, reserved and contained, on his or her Part and Behalf, to be paid, done, performed and executed, shall, and lawfully may peaceably and quietly have, hold, occupy, possess and enjoy the said Piece or Parcel of Ground herein before granted and demised, together with the said House, Building or Tenement to thereon erected and built, as aforesaid, with the Appurtenances, for and during the said Term of &c. herebefore granted, without the lawful Let, Suit, Trouble, Molestation, Eviction, Expulsion or Interruption or by him the said A. B. his Heirs or Assigns [or Executors, &c. as before] or of, or by any other Person or Persons whomsoever, lawfully claiming or to claim, by, from or under him, them, or any of them, or by or with their or any of their Privy, Assent, Consent or Procurement. [In Case the Lessor holds the Premises on Lease, then add the following Clause, viz.] And that well and sufficiently saved harmless and kept indemnified of and from the Rent and Covenants reserved and contained in the original Indenture of Lease, under which the said A. B. holds the said demised Premises for a longer Term than is hereby letten. In Witness, &c.

A Lease

A Lease of a House in London, with Goods therein.

THIS Indenture made &c. between *A. B.* of &c. of the one Part, and *C. D.* of &c. of the other Part, *witnesseth*, that the said *A. B.* for and in Consideration of the Rent, Covenants and Agreements hereafter in and by these Presents mentioned, reserved and contained, on the Part and Behalf of the said *C. D.* his Executors, Administrators and Assigns, to be paid, observed, done and performed, *both* granted, demised, leased, set and to farm-letten, and by these Presents doth lease, set and to farm-let unto the said *C. D.* his Executors, Administrators and Assigns, *All* that Brick-house, Messuage or Tenement, with all and singular Appurtenances, situate, standing and being in a certain Street or Place called, or commonly known by the Name of ——— in the Parish of &c. in the City of London, [*If in the Suburbs, write in the County of Middlesex*] containing in Depth, on the North-Side ——— &c. [*Here describe the Bounds, according to the Measure thereof*] Butting East upon ——— Street aforesaid West, upon a Messuage or Tenement, now or late in the Tenure or Occupation of ———, North upon ——— and South upon ———, together with all and singular Cellars, Sollars, Chambers, Rooms, Garrers, Light Ways, Paths, Passages, Water-courses, Easements, Profits, Commodities and Appurtenances whatsoever to the said Brick-house, Messuage or Tenement and Premises belonging, or in any wise appertaining, and therewith heretofore held, used, occupied and enjoyed by ———, late Occupier thereof [*If Furniture be let with the House, then proceed thus, viz. together also with the Goods, Household-Stuff and Furniture, in the Schedule or Inventory hereto annex'd, if it be tack'd to the back Part of the Lease, but if to the fore Part thereof, which is most usual, then say prefix'd*] mentioned: To have and to hold the said Brick-house, Messuage or Tenement, and all and singular other the Premises herein before granted

anted and demised, or mentioned, or intended so to
 with the Appurtenances, unto the said C. D. his
 Executors, Administrators and Assigns, from the Feast-
 day of *St.* next ensuing the Day of the Date of these
 Presents, for and during, and unto the full End and
 Term of *St.* from thence next ensuing, and fully to be
 compleat and ended, *yielding* and paying therefore year-
 and every Year, during the said Term, unto the
 said A. B. his Executors, Administrators or Assigns,
in Case the Lessor hath an Inheritance in the Premises,
in instead of Executors &c. write his Heirs or As-
 signs] the yearly Rent of *St.* of lawful Money of
Great Britain, at the four most usual Feasts or Days of
 Payment of Rent in the Year, (that is to say) the An-
 nunciation of the Blessed Virgin *Mary*, the Nativity of
John the Baptist, the Nativity of our LORD
 CHRIST, and the Feast of *St. Michael* the Archangel,
 every Year, by even and equal Portions. The first
 Payment thereof to begin and be made at or upon the
 last-Day of the Annunciation of the Blessed Virgin,
 next ensuing the Date of these Presents. *Provided*
 always nevertheless, and it is the true Intent and Mean-
 ing of these Presents, and of the said Parties heretunto,
 that if it shall happen that the said yearly Rent of
St. hereby reserved, or any Part thereof, to be be-
 hind and unpaid, by the Space of *St.* next over or
 after any of the said Feast-Days, whereon the same
 ought to be paid, as aforesaid, (the same being first law-
 fully demanded) that then and thenceforth, it shall and
 may be lawful to and for the said A. B. his *St.* into
 and upon the said demised Premises, and every or any
 Part or Parcel thereof, with their Appurtenances in
 the Name of the whole, to re-enter, and the same to
 re-possess and enjoy, as in his or their first
 former Estate or Estates; and him the said C. D. his
 Executors, Administrators and Assigns, and all and
 every other the Occupier or Occupiers of the said de-
 mised Premises, from thence utterly to expel, remove
 and put out; any thing in these Presents contained to
 the contrary thereof in any wise notwithstanding. *And*
 the said C. D. *St.* [Here insert a Covenant for Pay-
 ment

ment of Rent, as in the preceding Lease] And that the said C. D. his Executors, Administrators and Assigns shall and will from Time to Time, and at all Times hereafter, during the said Term of *£c.* herein before granted, at his and their own proper Costs and Charges well and sufficiently repair, uphold, support, maintain, sustain, amend and keep the said demised Premises with their and every of their Appurtenances, and also the Glass-Windows, Pavements, Privies, Sinks, Gutters and Wydraughts belonging to the same, in, by and with all Manner of needful and necessary Reparations and Amendments whatsoever, when and as often as the same shall require, (Damage by Fire, not beginning in the Premises, only excepted) and the said Premises, with all and singular their Appurtenances being in and by all Things so well and sufficiently repaired, upheld, supported, sustained and kept, (except as before excepted) at the End, Expiration, or other sooner Determination of the said Term of *£c.* hereby granted, shall and will quietly and peaceably leave, surrender and yield up unto the said A. B. his *£c.* together with the said Goods, Household-Stuff and Furniture, the Use whereof is herein before granted, as aforesaid, [*if any such there be*] and also all and every the Doors, Locks, Keys, Bolts, Staples, Latches, Hooks, Hinges, Wainscots, Cisterns, Pipes, Pumps, Conduits, Dressing Tables, Shelves, Hearths, Grates, Stoves, Chimneys, Chimney-pieces, Sashes and Glass of and belonging to the same Premises, particularly comprised, expressed and mentioned in the said Schedule or Inventory hereunto prefix'd, [*but annex'd, if the Schedule be to be fix'd to the back Part of the Lease*] in good and sufficient Repair and Condition, (reasonable Use and wearing thereof, and Damage by Fire, as aforesaid only excepted) And that it shall and may be lawful to and for the said A. B. his *£c.* and all and every other Person and Persons having Interest in the Premises, with Workmen and others in their, every or any of their Company or Companies, or without, twice or oftener every Year, during the said Term, at convenient Times in the Daytime, to enter and come into and upon the said demised Premises

Premises, and every Part and Parcel thereof, there to view, search, and see the State and Condition of the Reparations of the said Premises, and of all Defects, Decays and Wants of Reparations then and there found, to give or leave Notice in Writing or otherwise, to and for the said C. D. his Executors, Administrators or Assigns, for the repairing and amending of the same, within the Space of ——— Months, then next following: In which said Space or Time of &c. after every or any such Notice or Warning so left, as aforesaid, he the said C. D. for himself, his Heirs, Executors and Administrators doth covenant, promise, grant and agree, to and with the said A. B. his &c. well and sufficiently to repair and amend the Decays, Defects and Want of Reparations so to be found, as aforesaid, (except as is before excepted) And also, that he the said C. D. his Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times hereafter, during the said Term hereby granted, bear, pay and discharge all Taxes, Charges, Impositions and Parish-Duties, which shall be taxed, charged, imposed or assessed upon the said Messuage or Tenement and Premises, or any Part thereof (the King's Sess or Land-Tax only excepted.) And the said A. B. for himself &c. [*Here insert a Covenant for quiet Enjoyment, as penned in the former Lease*] In Witness, &c.

The Form of a Schedule to be prefix'd to the last Lease.

THE Schedule or Inventory to which the Indenture of Demise hereto annex'd, refers:

First, In the Parlour, one &c.

In the Dining-Room, up one Pair of Stairs &c.

In the best Chamber, up two Pair of Stairs &c.

In &c. [*Thus go on particularly through all the rest of the Premises.*]

A Lease of Lands from Two to One.

THIS Indenture made &c. between *A. B.* of &c. and *C. D.* of &c. of the one Part, and *E. F.* of the other Part, *witnesseth*, that the said *A. B.* and *C. B.* for and in Consideration of the Rent, Covenants and Agreements herein after-mentioned, reserved and contained on the Part and Behalf of the said *C. D.* his Executors, Administrators and Assigns, to be paid, done and performed, *have*, and each of them *hath* granted, demised, leased, set and to farm letten, and by these Presents *do*, and each of them *doth* grant, demise, lease, set and to farm let unto the said *E. F.* his Executors, Administrators and Assigns, *All* that Piece or Parcel of Arable Land called &c. containing &c. and also four Closes, of Pasture Ground lying and being in &c. [*Here particularly describe the Premises*] with all and singular the Appurtenances thereunto belonging (except and always excepted out of this present Demise or Lease, all Timber-Trees standing or growing in or upon the said demised Premises, or any Part thereof, and also the Ways through the same to the other Lands, at present belonging or appertaining to the said *A. B.* and *C. D.* or either of them) *To have and to hold* all and singular the said demised Premises, with their and every of their Appurtenances (except as is before excepted) unto the said *E. F.* his Executors, Administrators and Assigns, from the Feast-Day of &c. for and during, and unto the full End and Term of one and twenty Years, from thence next ensuing, and fully to be complete and ended; *yielding* &c. [*Here insert the Rent reserved and the Days of Payment, according to the Method prescribed in the two former Leases*] *Provided* always nevertheless &c. [*Here insert, as in the other Leases, the Proviso for Re-entry on Nonpayment of Rent, and likewise the Covenant for Payment.*] And also that he the said *E. F.* his Executors &c. shall and will from Time to Time, and at all Times during the said Term hereby granted, at his and their own proper Costs and Charges,

Charges, well and sufficiently repair, amend, fence and keep all the Hedges, Gates, Posts, Bars, Rails, Bridges, Pounds and Pales, of and belonging to the said demised Premises, and scower and cleanse the Ditches and Water-courses appertaining to the same, and maintain and keep the quick Frith and Fences in a good and Husband-like Manner. And the said Premises hereby demised, with the said Hedges, Gates, Posts, Bars, Rails, Bridges, Pounds and Pales sufficiently repaired and kept, Ditches and Water-courses cleansed and scoured, Inclosures maintained, and quick Frith preserved, at the End, or other sooner Determination of this present Demise or Lease, unto the said A.B. and C.D. or the one of them, their or the one of their Heirs or Assigns, [*If the Lessors have only a temporary Estate in the Premises, then say, Executors &c. as directed in the first Lease*] shall and will leave, surrender and yield up. And that the said E. F. his Executors, Administrators or Assigns, shall not at any Time or Times during the said Terms, break up, plow, sow or convert into Tillage, any of the Lands hereby demised, or have at any Time any Corn or Grain growing, standing or being, on any Part thereof, under the Penalty of — Pounds of lawful Money of Great Britain yearly, for every Acre so broken up, plowed, sowed or converted into Tillage, or having Corn or Grain growing, standing or being thereon, contrary to the true Intent and Meaning of these Presents, over and above the yearly Rent hereby reserved, as aforesaid; the said Penalty of — Pounds a Year, to be paid at the Feast of *Et.c.* next and immediately after such plowing or sowing, or having Corn or Grain growing or being as aforesaid. And further, that he the said E. F. his Executors, Administrators or Assigns, shall not, or will not carry off or from the said demised Premises, or any Part thereof, any Hay, Straw, Grass, Dung, Soil or Compost there made, or thereon arising, during the said Term; but the same shall fodder, spread, use, and employ on the said Premises, or some Part thereof, on Pain of forfeiting twenty Shillings of like lawful Money for every Load so carried off or from the said demised Premises, as aforesaid. And that he the said

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E. F. his Executors, Administrators and Assigns, shall and will permit and suffer the said A. B. and C. D. or the one of them, their, or the one of their Agents, Heirs or Assigns [Or Executors &c. as above observed] from Time to Time, and at all Times, during the said Term hereby granted, to enter upon and view the State and Condition of the said demised Premises. And the said A. B. and C. D. for themselves, and either of them, their and either of their Heirs, Executors and Administrators &c. [Here insert the Covenant for quiet Enjoyment, as in the preceding Leases.]

Of Distress for Rent.

WHERE Rent is behind and in arrear, the Tenant's Goods or Chattels may be distrained; and if he does not within five Days next after the Distress taken, and Notice thereof, with the Cause of such Taking, left at the most notorious Place upon the Premises, charged with the Rent, replevy the same with sufficient Security to be given to the Sheriff, then after the Expiration of the said five Days, the Party distraining may, with the Sheriff, Under-Sheriff, or the Constable &c. cause the Goods and Chattels distrained, to be appraised by two sworn Appraisers, whom such Sheriff &c. is empowered to swear, and after Appraisement so made, may sell the Things distrained, for the best Price they can get, leaving the Overplus, if any, after deducting for the Rent due, together with the Charges of the Distress, Appraisement and Sale, in the Hands of the Sheriff &c. for the Owner's Use.

The Form of a Letter of Attorney for making a Distress, see under Title Letters of Attorney.

The Form of the Appraiser's OATH.

YOU shall swear that you will faithfully appraise and value the Goods now taken in Distress, and mentioned in the Inventory to you shewn, as between Buyer and Seller, according to the best of your Skill and Understanding: You shall not through Partiality, Interest, or otherwise, over or under estimate the said Goods, but impartially do your Duties herein.

So help you GOD.

N. B. If the Appraisers value Goods distrained too high, they shall be obliged to take them at the appraised Price.

The Form of the Inventory to be taken on making a Distress.

AN Inventory of the several Goods, Household-Stuff and Furniture that were seized and distrained by *C. D.* in the House of *A. B.* in *Downing-street, Westminster*, by an Authority of *M. F.* to him for that Purpose given, [*If the Distress be made by the Landlord himself, then leave out by an Authority &c.*] for — Pounds, for one Quarter's Rent due at *Midsummer* last to him the said *M. F.* which Goods were seized and distrained the — Day of — Instant, for the Use of the said *M. F.* for the Rent so due to him, as aforesaid.

	<i>In the Brew-house,</i>	<i>l. s. d.</i>
One Copper	— — —	15 14 00
	<i>In the Room Forward,</i>	
A Pair of Iron Grates and Crane	— — —	00 19 00
A large Oval Table and	} — — —	— — —
six Leather Chairs &c.		
		— — —
		— — —

The Appraisers must here set down the Sum Total, and at the Bottom of the Inventory write thus, viz.

Witness our Hands this — Day of —, in the Year of our LORD, One thousand seven hundred and twenty-eight.

Valued in all at — Pounds — Shillings and — Pence,

J. D. } Sworn Appraisers.
E. D. }
D. A. Constable.

A Notice to the Tenant of a Distress made.

Mr. A. B.

THIS is to inform you, that by the Authority of your Landlord M. F. I have this ——— Day of ——— in the Year of our LORD One thousand seven hundred and twenty-eight, distrained, [*If the Landlord seized, then say, that I this ——— Day &c. upon Part of your Goods in your House in Downing-street, Westminster, for ——— Pounds for a Quarter's Rent due at Midsummer last*] and have taken an Inventory thereof, and lock'd the same up in your Room up two Pair of Stairs backwards, [*Or what other particular Place they are secured in*] and if you do not pay the Rent due, or replevy the Goods mentioned in the Inventory, I shall in five Day's Time, according to the Directions of the Act of Parliament, in that Case made and provided, make Sale thereof; of which take Notice from

To Mr. A. B.

Your Friend,

[*Here let the Person that seized
subscribe his Name.*]

Witness that a Copy hereof was this Day delivered to Mrs. C. B. Wife of the above-named A. B. by
E. D.

Note; It is proper for the Landlord to keep one Copy of the above Notice, subscribed as above by the Person that served it.

If a Distress and Sale be made, where no Rent is due, the Owner of the Goods may recover double the Value of the Goods distrained, &c. with Costs of Suit. See 2 W. & M. c. 5.

Goods taken in Execution are not to be carried off the Premises, unless the Landlord's Rent, not exceeding a Year, be first paid. See 8 Anna, c. 7.

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By the late Act 11 Geo. 2. Landlords may distrain Goods fraudulently carried off the Premises, within thirty Days after Removal, and sell them in the same Manner as if found thereon, provided they be not before actually sold for a valuable Consideration to a Person not privy to the Fraud.

Tenants, or others for them, carrying off or concealing Goods to the Prejudice of the Landlord, forfeit to him double the Value of the Rent due, to be recovered by Action of Debt in the Courts of Record at *Westminster* &c. If the Goods do not exceed the Value of 50*l.* the Landlord may have Recourse to two Justices, who are empowered by Warrant to levy double the Value of the Goods carried off, by Distress and Sale of the Offenders Goods; and for want of sufficient Distress, may commit the Offenders to the House of Correction, there to be kept to hard Labour for six Months, unless such Forfeiture be sooner paid.

Note ; An Appeal here lies to the Quarter-Sessions.

Landlords, with the Assistance of a Constable, or other Peace-Officer, having first made Oath before a Justice, as to the House &c. where he suspects Goods carried off are concealed, may break open such House &c. and there seize. They may likewise distrain any Cattle or Stock of the Tenants, that shall be depasturing upon any Place near the Premises; as also seize all Sorts of Corn, Grass, Hops, Roots or other Product whatever, growing on any Part of the Premises let, and dispose of the same.

Notice of Distress made must be given to the Tenant, or left at the last Place of his Abode, within one Week after the same is made.

Distresses made on the Premises may be secured in the most convenient Part thereof; and if any Pound-Breach or Rescous be made of any Thing distrained for Rent, and impounded, the Offenders or Owners of the Goods seized, shall be liable to treble Damages, with Costs.

We come now to speak something in Relation to Tenants holding over Lands &c. after their Terms therein are expired &c.

By 4 Geo. 2. Tenants for Life or Years, or Sub-tenants holding over the Premises, let them, after the Determination of their Terms, and Notice given to deliver up Possession, are to pay the Landlord, or the Person entitled in Reversion, double the yearly Value. Upon one Half Year's Rent in Arrear, the Landlord entitled to a Re-entry, may serve a Declaration in Ejectment, and recover Judgment.

By the aforesaid Act, 11 Geo. 2. Attornments of Tenants to Strangers, except made in Pursuance of some Judgment or Decree in Law or Equity, are void.

Tenants secreting Declarations in Ejectments delivered, forfeit the Value of three Years Improved or Rack-Rent, to be recovered in the Courts of Record at *Westminster*, &c.

Landlord may make himself Defendant to a Declaration in Ejectment, by joining with his Tenant; and may likewise, where the Agreement is not by Deed, recover reasonable Satisfaction for the Premises held by the Tenant, in an Action on the Case. In like Manner Rent may be recovered from Undertenants by Executors, &c. of deceased Tenants for Life, whether they die on the Day when the whole becomes due, or not; and if not, a proportionable Part of the Rent growing due at the Time of his Decease, is to be recovered.

If Tenants at Rack-Rent, or where the Rent reserved shall be three Fourths of the yearly Value of the Lands, &c. let, shall be one Year in Arrear, and desert the Premises, and leave the same uncultivated, or unoccupied, so as no Distress can be had to answer the Arrears, two Justices, at the Request of the Landlord, may view the Premises, and affix on the most notorious Part thereof, Notice in Writing, what Day, at the Distance of fourteen, they design to take a second View; and if on a second View taken, the Tenant, or some other, on his Behalf, does not appear to pay the Rent due, then the said Justices to put the Landlord into Possession, and the Lease, in such Case, from thenceforth becomes void. Proceedings in this Point are afterwards determinable in a summary Way by the Justices of

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of Assize in the County, and in Town by the Judges of the Court of King's Bench or Common Pleas.

Tenants holding Premises after the Time they notify to quit them, are to pay double Rent for that Time.

Distresses for Rent due are not to be deemed unlawful, on account of any irregular Step taken in making them; and Tenants are not to recover for any Irregularity done, if Tender of Amends be made before Action brought.

Defendants in Replevin need only avow that the Tenant held the Premises at a certain Rent, &c. without further setting forth the Landlord's Title; and if the Plaintiff be nonsuited, or discontinue his Action, &c. the Defendant is to recover double Costs.

Officers granting Replevins, are to take from the Plaintiff and two Sureties, a Bond, in double the Value of the Goods seized, to be ascertained by the Oath of some disinterested Person, and conditioned for prosecuting the Suit with Effect, &c. the said Bond to be assigned over to the Defendant, &c.

Before we quit the Head *Leases*, it will be proper to observe, that an Attorney appointed to make Leases, must not do them in his own Name, but in the Name of the Person that authorised him.

The Form of a Lease from a Person authorised by Letter of Attorney.

THIS Indenture made &c. between *A. B.* of &c. and *C. D.* of &c. of the one Part, [*A. B. is the Proprietor of the Land, and C. D. is the Attorney appointed*] and *E. F.* of the other Part; *whereas* the said *A. B.* by a certain Writing or Letter of Attorney under his Hand and Seal duly executed, dated the — Day of — amongst other Things therein contained, did authorise the said *C. D.* in the Name of him the said *A. B.* and on his Behalf, to execute Leases of such Part of his Lands, Tenements and Hereditaments in — as by the said *C. D.* should be thought fit to be leased: Now this Indenture witnesseth, that for and in

Confi-

Consideration of the Rent, Covenants and Agreements herein after-mentioned, reserved and contained, on the Part and Behalf of the said *E. F.* to be paid, done and performed, he the said *A. B.* by his said Attorney *G. D.* hath granted, demised, &c. [*Here go on as in the Precedents before laid down for other Leases, until the Lessor comes to covenant, and then begin thus,*] And the said *A. B.* by his said Attorney, for himself &c. [*Here insert a Covenant for quiet Enjoyment.*] In Witness, &c.

Of Mortgages of Estates.

A Mortgage is a Pledge or Pawn of Lands &c. on Account of Money borrowed, or for some Debt otherwise contracted, and is most usually made by Way of Lease for a long Term of Years, by Assignment of some temporary Interest, or by Lease and Release in Fee, that is to say, made as an Estate of Inheritance to the Person it is pledged to, who is called the Mortgagee, whilst on the other Hand the Pledger is termed the Mortgagor. It is an Instrument or Deed made on Condition, that until Failure in Payment of Principal and Interest due, the Mortgagor is to possess and enjoy the Lands &c. mortgaged; and though Failure be made, he and his Representatives, have a Right to redeem the Mortgage, which in Law is termed the Equity of Redemption.

Where there are Mortgages for a Term of Years of Estates intended to be sold, Assignments of these Terms are to be made in Trust for the Purchaser, by Indenture of three Parts, commonly called Tripartite, wherein the Mortgagee is to be of the first Part, the Mortgagor and his Heir (if he have any of Age) of the second Part, and the Purchaser and his Trustees of the third Part, reciting the Mortgages and assigning them in Trust to attend the Freehold.

See the Form of this Assignment, under the Title
Assignments.

A Mort-

A Mortgage of a Messuage, &c. for a Term of Years.

THIS Indenture made the ——— Day of ——— in the ——— Year of the Reign of ——— and the Year of our LORD ——— between *A. B.* of &c. of the one Part, and *C. D.* of &c. of the other Part, *witnesseth*, that the said *A. B.* for and in Consideration of the Sum of ——— of lawful Money of *Great Britain*, to him in Hand paid by the said *C. D.* at or before the Sealing and Delivery of these Presents, the Receipt whereof he the said *A. B.* doth hereby acknowledge, *hath* granted, bargained and sold, and by these Presents *doth* grant, bargain and sell unto the said *C. D.* his Executors, Administrators and Assigns, *All that Messuage &c.* [*Here describe the Premises after the Manner before described in Leases*] And also the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and of every Part and Parcel thereof, with the Appurtenances, *To have and to hold* the said Messuage &c. and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *C. D.* his Executors, Administrators and Assigns, from the Day before the Day of the Date of these Presents, for and during, and unto the full End and Term of five hundred Years, from thence next ensuing and fully to be compleat and ended; yielding and paying therefore yearly during the said Term, at or upon the Feast-Day of ——— one Pepper-Corn, if demanded: *Provided*, and these Presents are upon this Condition, and it is the true Intent and Meaning hereof, and of the said Parties hereunto, that if the said *A. B.* his Heirs or Assigns, do and shall well and truly pay, or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, the full Sum of ——— of lawful Money of *Great Britain*, with legal Interest for the same, on or before the ——— Day of ——— next ensuing the Day of the Date hereof, without any Deduction, Defalcation or Abatement whatsoever, for, or by Re-

son of any Taxes, Assessments or Impositions whatsoever, either ordinary or extraordinary, already imposed or hereafter to be imposed on the said Premises, or any Part thereof, that then and from thenceforth these Presents, and every Matter and Thing herein contained, shall cease, determine and be utterly null and void to all Intents and Purposes; any thing herein contained to the contrary thereof, in any wise notwithstanding. *And* the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree, to and with the said *C. D.* his Executors, Administrators and Assigns, that he the said *A. B.* his Heirs, Executors or Administrators, shall and will well and truly pay, or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, the said Sum of £*c.* with legal Interest for the same, in or before the said — Day of — next, without any Deduction, as aforesaid, according to the true Intent and Meaning of these Presents. *And also*, that he the said *C. D.* his Executors, Administrators and Assigns, shall and may at all Times after Default shall be made in Payment of the said Sum of £*c.* and Interest, or any Part thereof, at the Time herein before limited for Payment thereof, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Messuage £*c.* and other the Premises above granted; bargain and sold, or mentioned or intended so to be, with the Appurtenances, as aforesaid, for and during all the rest, Residue and Remainder of the said Term of five hundred Years, which shall be then to come and unexpired, without the Let, Suit, Hindrance, Mortification, Interruption or Eviction of him the said *A. B.* his Heirs or Assigns, or of any other Person or Persons whatsoever, lawfully claiming or to claim by, from or under him, them, or any of them. *And* further, that he the said *A. B.* and his Heirs, and all and every other Person and Persons having or lawfully claiming any Right, Title or Interest, in or to the said Premises, or any Part or Parcel thereof, by, from or under him or them, shall and will, after Default shall be made in Payment of the said Sum of £*c.* and Interest,

terest or any Part thereof, as aforesaid, make, do and execute, or cause or procure to be made, done and executed all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Assurance and Assurances, Device and Devices in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said Premises, with the Appurtenances above bargained and sold, or mentioned, or intended so to be, unto the said C. D. his Executors, Administrators and Assigns, for and during all the rest, Residue and Remainder of the said Term of five hundred Years above granted, as by the said C. D. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required. *And lastly*, it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Intent and Meaning hereof is, and it is hereby declared to be, that until Default shall be made in Payment of the said Sum of £*c.* and Interest, or any Part thereof as aforesaid, it shall and may be lawful to and for the said A. B. his Heirs and Assigns, to have, hold and enjoy all and singular the said Premises, with the Appurtenances above bargained and sold, in Manner aforesaid, and receive and take the Rents, Issues, and Profits thereof, to his and their own proper Use and Benefit, any thing herein contained to the contrary thereof, in any wise notwithstanding. *In Witness, &c.*

Sealed, &c.

Note; It is proper to indorse on the Back of the above Deed, a Receipt for the Money lent.

A Mortgage in Fee for securing a Debt on Bond.

THIS Indenture made £*c.* between A. B. of *St.* of the one Part, and C. D. of £*c.* of the other Part: Whereas the said A. B. by his Bond or Obligation duly executed, bearing Date the — Day of —

the — Year of the Reign of — and in the Year of our
 ORD — stands bound to the said C. D. his Execu-
 rs, Administrators and Assigns, in the Penal Sum of
 — of lawful Money of *Great Britain*, with a
 condition there under-written, for the Payment of the
 sum of — of like lawful Money, with legal In-
 terest for the same, on or before the — Day of —
 next ensuing the Date of these Presents, as by the said
 Bond and Condition may more fully appear. *Now this In-*
denture witnesseth, that the said A. B. in Consideration
 of the said Debt or Sum of — owing to the said
 C. D. as aforesaid, and for the better securing the Pay-
 ment thereof, with Interest to the said C. D. his Exe-
 cutors, Administrators or Assigns, according to the
 Condition of the said Bond; and also in Consideration
 of the further Sum of five Shillings to him the said
 A. B. by the said C. D. in Hand well and truly paid,
 or before the Sealing and Delivery of these Presents,
 the Receipt whereof the said A. B. doth hereby ac-
 knowledge, *hath* granted, bargained, sold, released and
 confirmed, and by these Presents *doth* grant, bargain,
 sell, release and confirm unto the said C. D. (in his ac-
 tual Possession, now being, by Virtue of an Indenture
 of Bargain and Sale to him thereof made for one whole
 Year, by Indenture bearing Date the Day before the
 Day of the Date of these Presents, and by Force of
 the Statute made for transferring Uses into Possession) and
 to his Heirs and Assigns, *All* that Messuage, Tenement,
 Farm-house, situate, lying and being in — in
 the County of —, as also three Closes, Pieces, or
 Parcels of Ground thereunto adjoining, respectively cal-
 led or known by the Names of &c. together with all
 Gardens, Stables, Yards, Backsides, Ways, Paths, Pas-
 sages, Houses, Out-houses, Cottages, Hereditaments and Ap-
 purtenances whatsoever, to the said Messuage, Tenement,
 Farm-house, and Pieces or Parcels of Ground belong-
 ing, or in any wise appertaining; and the Reversion and
 Reversions, Remainder and Remainders, Rents, Issues and
 Profits of all and singular the said Premises above-men-
 tioned, and every Part and Parcel thereof; and also all
 the Estate, Right, Title, Interest, Claim, Challenge and
 Demand whatsoever, of him the said A. B. in, to or
 out

out of the same, or any Part or Parcel thereof; and Deeds, Evidences and Writings, touching or concerning the said Premisses above-mentioned, or any Part thereof *To have* and to hold the said Messuage, Tenement, Farm-house, Closes, Pieces or Parcels of Ground, and all and singular other the Premisses hereby granted, leased and confirmed, or mentioned or intended to be, and every Part and Parcel thereof, with the Appurtenances, unto the said *C. D.* his Heirs and Assigns to the only proper Use and Behoof of the said *C. D.* his Heirs and Assigns, for ever, and to, and for any other Use, Intent or Purpose whatsoever. Provided always nevertheless, and it is the true Intent and Meaning of these Presents, and of the said Parties hereunto, that if the said *A. B.* his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, the said full Sum of £*c.* of lawful Money of *Great Britain*, with legal Interest for the same, on or before the next ensuing the Day of the Date of these Presents, according to the Condition of the above in Part recited Bond or Obligation, without any Deduction, Defalcation or Abatement whatsoever, for, by Reason or Means of any Manner of Taxes, Rates, Duties, Assessments, Impositions or Charges whatsoever, ordinary or extraordinary laid, rated, assessed or imposed, or to be laid, rated, assessed or imposed, by Authority of Parliament or otherwise howsoever; then and from thenceforward these Presents, and every Matter and Thing therein contained, shall cease and be utterly null and void, and nothing herein contained to the contrary thereof, in anywise notwithstanding. *And* the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree to and with the said *C. D.* his Executors, Administrators and Assigns, in Manner and Form following, (that is to say) that he the said *A. B.* his Executors or Administrators, or some of them, shall and will well and truly pay, or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, the said Sum of £*c.* with legal Interest

st, as aforesaid, on the Day herein before limited Payment thereof, without any Deduction, Defalcation or Abatement whatsoever, as aforesaid; *And* that said granted and released Premises, now are and and at all Times from and after Default shall happen to be made of or in Payment of the said Sum of and Interest aforesaid, or any Part thereof, shall ever be, remain and continue free and clear, and fully and clearly acquitted and discharged, of and in all Manner of former and other Gifts, Grants, Mortgages, Judgments, Titles, Troubles, Charges or Incumbrances whatsoever, heretofore made, committed or suffered by him the said *A. B.* *And* that the said *C. D.* his Heirs and Assigns, shall and may from Time to Time, and at all Times after any such Default shall happen to be made in Payment of the said Sum of and Interest as aforesaid, or any Part thereof, peaceably and quietly, have, hold, occupy, possess and enjoy, all and singular the said Premises, with the Appurtenances, and every Part and Parcel thereof, without the Let, Suit, Trouble, Hindrance, Molestation, Interruption or Disturbance of him the said *A. B.* or his Heirs or Assigns, or of any other Person or Persons, lawfully claiming, or to claim by, from or under him, or any of them; and further, that he the said *A. B.* his Heirs and Assigns, and all and every other Person and Persons having, or lawfully claiming any Estate, Right, Title or Interest of or in the said hereby granted and released Premises, or any Part thereof, shall and will at any Time or Times after such Default made in Payment, as aforesaid, make, do, acknowledge, pay, suffer and execute all such further and other Acts, Matters, Things, Devises and Assurances in the Law, whatsoever, for the further and better conveying and securing of all and singular the Premises, with the Appurtenances hereby granted unto him the said *C. D.* his Heirs and Assigns, to the only proper Use and Behoof of the said *C. D.* his Heirs and Assigns for ever, absolutely freed and discharged of and from the Proviso or Condition herein before contained, and of and from all

Equity

Equity of Redemption by Virtue or Colour thereof, according to the true Intent and Meaning of these Presents, as by the said *C. D.* his Heirs or Assigns, his or their Counsel learned in the Law, shall be reasonably advised, devised or required. *And lastly*, it is covenanted and agreed upon by and between both said Parties to these Presents, and it is hereby declared to be the true Intent and Meaning hereof, and of the Parties hereunto, that until Default shall be made in Payment of the said Sum of £*c.* and legal Interest for the same, as aforesaid, according to the Time above limited for Payment thereof, it shall and may be lawful to and for the said *A. B.* his Heirs and Assigns, peaceably and quietly to have, hold, occupy, possess and enjoy, and singular the said Premises above granted and leased, and every Part thereof, with the Appurtenances and to have, receive and take the Rents, Issues and Profits thereof, to his and their own particular Use and Benefit, any thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

See the Form, if a Bargain and Sale, on which the above Deed is grounded, under the Title *Conveyance*.

A Mortgage of Goods.

THIS Indenture made £*c.* between *A. B.* of £*c.* of the one Part, and *C. D.* of £*c.* of the other Part, *witnesst*, that the said *A. B.* for and in Consideration of the Sum of £*c.* of lawful Money of Great Britain, to him in Hand well and truly paid by the said *C. D.* at or before the Sealing and Delivery of these Presents, the Receipt whereof the said *A. B.* doth hereby acknowledge, and thereof and therefrom doth acquit, release, exonerate, and for ever discharge the said *C. D.* his Heirs, Executors and Administrators, and every of them, by these Presents, *hath* granted, bargained and sold, and by these Presents *doth* grant, bargain and sell unto the said *C. D.* his Executors, Administrators and Assigns, *All* and singular the Goods and

Furniture

furniture and Household Stuff, herein after particularly
 mentioned and expressed, (that is to say) one *£c.*
we insert fully an Account of all the Goods mortgaged]
 have and to hold all and singular the said Goods *£c.*
 in before granted, bargained and sold, or mention'd,
 intended so to be, unto the said *C. D.* his Executors,
 Administrators and Assigns, to the only proper Use and
 proof of the said *C. D.* his Executors, Administrators
 Assigns for ever : *Provided* always, and these Pre-
 sents are upon this Condition, that if the said *A. B.*
 Executors or Administrators, shall and do, well
 truly pay, or cause to be paid unto the said *C. D.*
 Executors, Administrators or Assigns, the full Sum
£c. of lawful Money of *Great Britain*, with legal
 interest for the same, on or before the ——— Day of
 ——— then, and in such Case, these Presents, and
 every Matter and Thing herein contained, shall cease,
 terminate, and be utterly void, to all Intents and Pur-
 poses, any Thing herein contained to the contrary
 proof in any wise notwithstanding. *And* the said
A. B. for himself, *£c.* [*Here insert a Covenant for*
payment of the Money borrowed, according to the Direc-
tion laid down in the preceding Mortgages] *And* the
A. B. for himself, his Executors and Administra-
 tors, all and singular the said Goods *£c.* by these Pre-
 sents granted, bargained and sold, and every Part there-
 unto the said *C. D.* his Executors, Administrators
 Assigns, against him the said *C. D.* his Executors
 Administrators, and against all and every other
 Person and Persons whatsoever, shall and will warrant,
 for ever defend, by these Presents. *And* the said
A. B. for himself, his Heirs, Executors and Admini-
 strators, doth covenant, promise, grant and agree, to
 with the said *A. B.* his Executors and Administra-
 tors, that he the said *C. D.* his Executors, Administra-
 tors or Assigns, shall and will immediately, upon the
 receipt of the said Sum of *£c.* and Interest as afore-
 said, at the Day and Time above limited for Payment
 thereof, deliver, or cause to be delivered unto the said
C. D. his Executors, Administrators and Assigns, all
 singular the Goods *£c.* above granted, and which
 are

are now, and at the Time of the executing of these Presents, received by the said C. D. of and from the said A. B. in as good Case, Plight and Condition as the said A. B. and every of them now are at this present Time. *Witness, &c.*

Of ASSIGNMENTS.

Assignment is the transferring the Interest one Person in Lands, Goods, or any other Thing, to another Person. The Person assigning is called the Assignor, and he, to whom the Assignment is made, the Assignee.

If a Person hath a Term for Years, he cannot assign it, unless he be actually in Possession; and if he be, the Assignment must be executed upon the Premises intended to be assigned.

By the Statute of Frauds and Perjuries, 29 Car. II. the Assignment must be by Deed.

Upon an Assignment of a Lease for Years, the Assignor may, at his Election, charge either the Lessee or Assignee with the Rent; but if he accept Rent from the Assignee, knowing of the Assignment, he hath terminated his Election, and cannot afterwards charge the Lessee for Rent growing due.

An Assignment of a Bond.

THIS *Indenture* made the — Day of — in the — Year of the Reign of —, and in the — of our LORD — between A. B. of *Essex* of the one Part, and C. D. of *Essex* of the other Part: *Whereas* E. F. of *Essex* in and by his Bond or Obligation, bearing Date on or about the — Day of — is firmly bound unto the said C. D. his Executors, Administrators and Assigns, in the Penal Sum of *£* — conditioned for the true Payment of *£* — of lawful Money of Great Britain, with legal Interest for the same at a Day now long since past, as in and by the said Bond or Obligation, and the Condition there underwritten.

may more fully appear. Now this Indenture witnesseth, that the said A. B. for and in Consideration of the Sum of £c. of lawful Money of Great Britain, to him the said A. B. in Hand well and truly paid by the said C. D. at or before the Sealing and Delivery of these Presents, the Receipt whereof he the said A. B. doth hereby acknowledge, hath granted, bargained, sold, assigned, transferred and set over, and by these Presents hath grant, bargain, sell, assign and set over, unto the said C. D. his Executors, Administrators and Assigns, the said in Part recited Bond or Obligation, with the Condition there under-written, and all Principal and Interest Moneys thereon due and owing, and all the Right, Title or Interest of him the said A. B. in or to the same. And the said A. B. hath made, ordained, constituted and appointed, and by these Presents doth make, constitute and appoint the said C. D. his Executors, Administrators and Assigns, his true and lawful Attorney and Attornies irrevocable, for him, and in his Name, and in the Name of his Executors and Administrators, for the sole and proper Use and Behoof of the said C. D. his Executors, Administrators and Assigns, to seek, demand and receive of and from the said E. F. his Heirs, Executors and Administrators, the Moneys due on the said Bond, as aforesaid; and on Nonpayment thereof, to sue for, recover and receive the same, and every Part thereof; and on Payment thereof, to deliver and cancel the said Bond, and give sufficient Releases and Discharges therefore; and one or more Attorney or Attornies under him or them, to constitute and appoint; and whatsoever the said Attorney or Attornies shall lawfully do in or about the Premises, the said A. B. doth hereby ratify, confirm and allow. And the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said C. D. his Executors, Administrators and Assigns, and every of them by these Presents, that the said A. B. or any Person or Persons, on his Behalf, hath not had or received the Principal Money and Interest due on the said Bond, or any Part thereof; neither shall he the said A. B. receive, or attempt to receive

receive the same, nor shall he the said A. B. in any wise release or discharge the same, or any Part thereof but will own, ratify and allow of all lawful Proceedings by his said Attorney or Attornies for the Recovery thereof, he the said C. D. his Executors, Administrators and Assigns, saving the said A. B. his Executors and Administrators harmless and indemnified, of, from and against all Costs, Charges and Damages whatsoever that may happen to him or them thereby. *In Witness, &c.*
Sealed, &c.

An Assignment of a Judgment recovered.

THIS Indenture made &c. between A. B. of &c. of the one Part, and C. D. of &c. of the other Part; *whereas* the said A. B. did in ——— Term, in the Year of our LORD ——— recover by Judgment in his Majesty's Court of ———, at *Westminster*, against E. F. of &c. the Sum of ——— Debt, and ——— for Damages, as by the Record thereof, now remaining in the said Court, may appear. *Now this Indenture witnesseth*, that for and in Consideration of the Sum of &c. of lawful Money of *Great Britain*, to him the said A. B. in Hand well and truly paid by the said C. D. at or before the Sealing and Delivery of these Presents, the Receipt whereof the said A. B. doth hereby acknowledge, he the said A. B. hath granted, bargained, sold, assigned, transferred and set over, and by these Presents doth grant, bargain, sell, assign, transfer and set over unto the said C. D. his Executors, Administrators and Assigns, the said Judgment so recovered, as aforesaid, against the said E. F. and all the Benefit and Advantage, Sum and Sums of Money, that may be had, obtained or gotten by Reason or Means of the said Judgment, or any Proceedings to be had thereupon. And further the said A. B. doth by these Presents, ordain, constitute, authorise and appoint the said C. D. his Executors, Administrators and Assigns, his true and lawful Attorney or Attornies, irrevocable in his Name, Place and Stead, but for the sole and proper

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and Benefit of the said C. D. his Executors, Ad-
ministrators and Assigns, to sue and prosecute upon the
said Judgment the said E. F. his Executors or Admi-
nistrators, his or their Goods and Chattels, Lands and
Tenements, for the obtaining and recovering of the Debe
d Sum of Money due on the said Judgment, as afore-
said; and upon Satisfaction given, or any other End,
Composition or Agreement made of or concerning the
said Premises, to acknowledge Satisfaction on Record,
to make and execute any other Release or Discharge
of the same; and also to do all and every other Act
and Acts, Thing and Things whatsoever, which shall
be requisite or necessary to be done in or about the
said Premises, as fully and effectually as the said A. B.
might or could do the same, being personally present
at the doing thereof. And the said A. B. for himself,
his Heirs, Executors and Administrators, doth hereby
covenant, promise, grant and agree to and with the
said C. D. his Executors, Administrators and Assigns,
that he the said A. B. his Executors and Administra-
tors, shall and will justify, allow, ratify and confirm
and whatsoever the said C. D. his Executors, Ad-
ministrators or Assigns shall lawfully do, or cause to be
done in or about the Premises; and that neither he the
said A. B. his Executors or Administrators, nor any of
them, shall or will, at any Time or Times hereafter,
revoke, disavow or make void this Letter of Attorney,
or any other Authority hereby given to the said C. D.
his Executors, Administrators or Assigns; nor shall
hereafter sue for or meddle with the said Debt or Judg-
ment, without the Direction, Privity and Consent of
the said C. D. his Executors, Administrators or Assigns,
and as he or they shall advise or require. *And* the said
C. D. for himself, his Heirs, Executors and Admini-
strators, doth covenant, promise, grant and agree, to
and with the said A. B. his Executors and Administrators
by these Presents, that he the said C. D. his Executors,
Administrators and Assigns, shall and will from Time
to Time, and at all Times hereafter save, keep harmless
and indemnified the said A. B. his Executors and Admi-
nistrators, and his and their Goods and Chattels, Lands

and Tenements of, from and against all Costs, Charges and Damages whatsoever, which shall or may any Way become payable by, or be recovered against the said A. B. his Executors or Administrators, by Means of Occasion of any Action or Actions, Suit or Suits, or other Proceedings to be brought or carried on in the Name of him the said A. B. his Executors or Administrators, by Virtue of any Power or Authority hereby given unto the said C. D. his Executors, Administrators or Assigns, as aforesaid. *In Witness, &c.*

An Assignment of a Lease by an Executor

THIS Indenture made &c. between A. B. of — Executor of the Last Will and Testament of G. H. late of &c. deceased of the one Part, and C. D. of &c. of the other Part : *Whereas* in and by one Indenture of Lease, bearing Date &c. and made or mentioned to be made, between E. F. of &c. of the one Part and the said G. H. by the Name of G. H. of &c. [As in the Lease] of the other Part, he the said E. F. for the Considerations therein mentioned, did grant lease, set and to farm let [Write those Words as you find them penn'd in the Lease] All that Messuage &c. situate &c. [Here again pursue the Words of the Lease] To hold unto the said G. H. his Executors, Administrators and Assigns, from &c. for and during the whole Term of — Years, from thence next ensuing and full to be compleat and ended, at and under the yearly Rent of &c. payable &c. [As you find it in the Lease] as in and by the said in Part recited Indenture of Lease Relation being thereunto had may more fully appear. *Now this Indenture witnesseth*, that the said A. B. for and in Consideration of the Sum of &c. of lawful Money of Great Britain, to him in Hand paid by the said C. D. at or before the Sealing and Delivery of these Presents, the Receipt whereof the said A. B. doth hereby acknowledge, hath granted, bargained, sold, assigned, transferred and set over, and by these Presents doth grant, bargain, sell, assign, transfer and set over

unto the said C. D. his Executors, Administrators and Assigns, *All* that the said Messuage or Tenement and Premises above-mentioned, to be demised and leased to the said G. H. in and by the said in Part recited Indenture of Lease, as aforesaid, and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Property, Claim and demand whatsoever, of him the said A. B. of, in and to the same, or of, in or to any Part or Parcel thereof, together with the said in Part recited Indenture of Lease itself, *To have and to hold* the said Messuage or Tenement and Premises above-mentioned, and hereby granted and assigned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during all the rest, Residue and Remainder yet to come and unexpired, of the said Term of — Years, in and by the said in Part recited Indenture of Lease granted, in as full, large and ample Manner, to all Intents and Purposes, as he the said A. B. his Executors, Administrators or Assigns, might, should or ought to have, held and enjoyed the same, by Virtue of the said in Part recited Indenture of Lease, or his being Executor, as aforesaid, or by any other Ways or Means whatsoever. *And* the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree, to and with the said C. D. his Heirs and Assigns, and every of them by these Presents, that he the said A. B. now hath in himself good Right, full Power and lawful Authority to grant and assign the said Messuage or Tenement and Premises, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, in Manner aforesaid. *And* also that he the said C. D. his Executors, Administrators and Assigns, by paying the Rent, and performing the Covenants, Provisions, Conditions and Agreements in and by the said in Part recited Indenture of Lease reserved, mentioned and contained, shall and may from Time to Time, and at all Times hereafter, for and during all the rest, Residue and Remainder, yet to come and unexpired, of the

said Term of *&c.* herein before granted and assigned as aforesaid, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement, and Premises, hereby granted and assigned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Suit, Trouble, Molestation, Interruption, Eviction or Disturbance of him the said A. B. his Executors, Administrators or Assigns, or any other Person or Persons lawfully claiming, or to claim the said Premises, or any Part thereof, by, from or under him, them, or any of them, or by his or their Means or Procurement. And further, that he the said A. B. his Executors, Administrators and Assigns, and all and every other Person and Persons having or lawfully claiming any Estate, Right, Title or Interest in the said hereby granted and assigned Premises, or any Part thereof, shall and will from Time to Time, and at all Times hereafter, upon the Request, and at the proper Costs and Charges in the Law of the said C. D. his Executors, Administrators or Assigns, make, do and execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Assurance and Assurances in the Law whatsoever, for the further, better and more perfect granting, assigning and assuring of the said Premises above-mentioned, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during all the rest, Residue and Remainder, yet to come and unexpired, of the said Term of *&c.* hereby granted and assigned, as aforesaid, and by the said C. D. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably advised, devised and required. *In Witness, &c.*

Note ; If the Assignment be to be made by an Administrator or Administratrix, that is to say, a Man or Woman, who being next of Kin to the deceased Lessor, or otherwise, obtains Letters of Administration to his Effects, and other his personal Estate, for want of his having made a Will ; or where the Executorship to a Will is renounced, you must then, instead of saying

Executor

assigned, Executor, &c. as in the Beginning of the above Assignment, write Administrator [But if a Woman, Administratrix] of the Goods and Chattels, Rights and Credits of G. H. of &c. deceased.

An Assignment of a mortgaged Term in Trust to attend the Inheritance.

THIS Indenture of three Parts, [But until of late wrote Tripartite] made &c. between A. B. of &c. Here name the Mortgagee] of the first Part, C. D. of &c. [Here the Mortgagor] of the second Part, and E. F. of &c. [Here the Purchaser of the Freehold] G. H. of &c. and J. K. of &c. [Here the Trustees] of the third Part: Whereas the said C. D. by Indenture of Demise, bearing Date &c. did, for the Considerations therein mentioned, demise, lease, &c. [Hererecite the Lease of the Premises, as directed in the last Precedent] To hold to the said A. B. his Executors, Administrators and Assigns, from the Day of the Date thereof, for and during the term of 500 Years, from thenceforth next ensuing, and fully to be compleat and ended, at and under the yearly rent of one Pepper-corn, if demanded; in which said Indenture of Lease there was contained a Proviso or Condition to render and make void the same, upon Payment of the Sum of — of lawful Money of Great Britain, with legal Interest for the same, unto the said A. B. his Executors, Administrators or Assigns, by the said C. D. his Executors or Administrators, at a certain Day therein mentioned, and now long since past, as in and by the said in part recited Indenture of Lease, Relation being hereunto had, may more fully appear. And whereas Failure in Payment of the said Sum of &c. with Interest for the same, hath been made by the said C. D. by Means whereof the said Premises above mentioned are become forfeited to the said A. B. and his Estate and Interest therein, during the Residue and Remainder of the said Term of 500 Years, is become absolute in Law. And whereas, upon an Account this Day made up and stated between the said C. D. and A. B. there appears to be due unto him the said A. B. upon the aforesaid Security of

the said Premises, the full Sum of &c. for Principal Money and Interest, and no more. *And whereas* the said E. F. hath lately contracted with the said C. D. for the absolute Purchase of the Fee-simple and Inheritance of all and singular the said Premises above mentioned with the Appurtenances, for the Sum of &c. of lawful Money aforesaid, and the said Fee-simple and Inheritance of the Premises are intended to be forthwith granted and convey'd by the said C. D. unto the said E. F. his Heirs and Assigns. *Now* to the End the said Term of 500 Years may be preserved and kept on Foot, to attend and wait on the Reversion and Inheritance of the said Premises, to protect and defend the same from all Incumbrances subsequent to the Creation of the said recited Term, *This Indenture witnesseth*, that the said A. B. for and in Consideration of the aforesaid Sum of &c. [*Here repeat the Money due to the Mortgagee*] to him in Hand well and truly paid by the said E. F. (by and with the Direction and Consent of the said C. D. testified by him being Party to and signing and sealing of these Presents the Receipt whereof the said A. B. doth hereby acknowledge; and also in Consideration of five Shillings, or like Money, to the said A. B. in Hand paid by the said G. H. and J. K. the Receipt whereof he the said A. B. doth hereby likewise acknowledge, he the said A. B. by and with the Direction and Consent of the said C. D. testified as aforesaid, *both* granted, bargained, sold, assigned, transferred and set over, and by these Presents *doth* grant, bargain, sell, assign, transfer and set over unto the said G. H. and J. K. (by the Nomination and Appointment of the said E. F.) all and singular the said &c. [*Here mention the Premises, as before directed to be described in the Recital Part*] above mentioned, and every Part and Parcel thereof, with the Appurtenances, and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said A. B. of, in and to the same, and every Part and Parcel thereof, with the Appurtenances, *To have and to hold* the said &c. and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said G. H. and J. K. their Executors, Administrators and Assigns, for and during all the rest, Residue and Remain-

er of the said Term of 500 Years above mentioned, which is yet to come and unexpired. *In Trust* for the said E. F. his Heirs and Assigns, and such other Person and Persons to whom the Freehold and Inheritance of the Premises shall appertain and belong, to protect and defend the same from all subsequent Incumbrances. *And* the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said E. F. his Executors, Administrators and Assigns, that he the said A. B. hath not committed or done any Act, Matter or Thing whatsoever, whereby or wherewith the said Premises above mentioned, or any Part thereof, are, is, shall, or may be charged, impeached or incumbered, in Title, Charge, Estate or otherwise howsoever. *In Witness &c.*

OF DEFEAZANCES.

A Defeazance is an Instrument making a Deed, executed before and made absolute, on certain Conditions void; but is now seldom used that Way, a Proviso in the Deed itself, as in Mortgages, &c. sufficiently answering the Ends of a Defeazance. Obligations, Recognizances, Judgments, &c. are most commonly the Subject Matter of these Instruments.

A Defeazance of a Bond and Judgment.

THIS Indenture made &c. between A. B. of &c. of the one Part, and C. D. of &c. of the other Part: *Whereas* the said C. D. in and by one Bond or Obligation, bearing Date &c. doth stand firmly bound unto the said A. B. in the penal Sum of &c. of lawful Money &c. conditioned for the Payment of the Sum of &c. of like lawful Money, on &c. as in and by the said in part recited Bond or Obligation, with the Condition there under written, may more fully appear. *And whereas* the said A. B. as a collateral or further Security for the Payment of the said Sum of &c. according to the Tenor of the said in part recited Bond or Obligation,

in ——— Term last, in his Majesty's Court of ——— at *Westminster*, obtained and recovered against the said C. D. one Judgment of ——— Pounds Debt, besides Costs and Suit, as by the Records of the said Court appearing. *Now this Indenture witnesseth*, that it is agreed by and between the said Parties to these Presents, and the said A. B. doth for himself, his Heirs, Executors and Administrators, covenant, grant, promise and agree, to and with the said C. D. his Executors and Administrators, by these Presents, that if the said C. D. his Heirs, Executors or Administrators, shall well and truly pay or cause to be paid unto the said A. B. his Executors, Administrators or Assigns, the aforesaid Sum of &c. at the Days and Times above mentioned, in Discharge of the said in part recited Bond or Obligation, that then he the said A. B. his Executors, Administrators or Assigns, shall and will after such Payment made, at the Request and at the proper Costs and Charges in the Law of the said C. D. his Executors or Administrators, in due Form of Law, acknowledge Satisfaction upon Record, of and for the said Judgment. *And* that he the said A. B. his Executors, Administrators or Assigns, shall not, before Default be made in Payment as aforesaid, sue forth, or take out any Writ or Process of Execution against the said C. D. his Heirs, Executors, or Administrators, or his or their Lands, Tenements, Goods or Chattels, or any of them, by or upon the said Judgment. Sealed &c.

Of Surrenders by Deed.

A Surrender by Deed, is the yielding up of an Estate for Life or Years, to him who is next in Reversion or Remainder, whereby the Estate for Life or Years may drown by mutual Agreement between the Parties.

To make a good Surrender by Deed, these Things are required, *viz.* that the Surrenderor must have an Estate in Possession of the Land, &c. surrendered; the Surrender must be made to him that hath the next Estate in Remainder or Reversion, without any Estate coming between; and the Surrenderee must have a greater Estate in

in his own Right, in the Thing surrendered, than the Surrenderor. Co. Lit. 338.

A Deed of Surrender to a Person having the Reversion in Fee.

K NOW all Men by these Presents, that I A. B. of &c. for and in Consideration of the Sum of &c. to me in Hand paid by C. D. of &c. the Receipt whereof I do hereby acknowledge, have granted and surrendered, and by these Presents do grant and surrender unto the said C. D. his Heirs and Assigns, All that Messuage &c. [Here describe the Premises] and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises; To have and to hold the said Messuage &c. and all and singular other the Premises above granted and surrendered, and every Part and Parcel thereof, with the Appurtenances, unto the C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever. In Witness, &c.

A Surrender of a Term of Years.

K NOW all Men by these Presents, that whereas I A. B. of &c. am possessed of and interested in one Messuage &c. the Remainder of a certain Term of — Years, the Reversion whereof doth belong to C. D. of &c. Now know ye, that I the said A. B. for and in Consideration of the Sum of &c. of lawful Money of Great Britain to me in Hand well and truly paid by the said C. D. at or before the Sealing and Delivery of these Presents, the Receipt whereof I the said A. B. do hereby acknowledge, have granted, surrendered and yielded up, and by these Presents do grant, surrender and yield up unto the said C. D. his Heirs and Assigns for ever, the said Messuage &c. above-mentioned, and all the Estate, Right, Title, Claim and Demand whatsoever of me the said A. B. of, in and to the said Premises.

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and

and every Part thereof, with the Appurtenances, so that neither I the said A. B. my Executors, Administrators or Assigns, or any of them, shall or may have claim, challenge or demand the said Premises, or any Part thereof, or any Estate, Right, Title or Interest of, in or to the same; but shall and will at all Times hereafter, of and from all Right, Title and Interest, of and in the said Premises, and every Part thereof, be barred and for ever excluded by these Presents. *And* I the said A. B. for myself, my Heirs, Executors and Administrators, *do* hereby covenant, grant, promise and agree, to and with the said C. D. his Heirs and Assigns, that he the said C. D. his Heirs and Assigns, shall and may at all Times hereafter, peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy, all and singular the said Premises above-mentioned, and every Part thereof, with the Appurtenances, without the lawful Let, Suit, Trouble, Hindrance, Molestation, Interruption or Disturbance of me the said A. B. my Executors, Administrators or Assigns, or of any other Person or Persons claiming under me, them or any of them. *In Witness, &c.*

A Surrender or Declaration of Trust on a mortgaged Term.

WHEREAS in and by one Indenture of Demise or Bargain and Sale, bearing Date &c. made or mentioned to be made between A. B. of &c. of the one Part, and C. D. of &c. of the other Part; the said A. B. for the Considerations therein mentioned, did demise, grant, bargain and sell unto the said C. D. his Executors, Administrators and Assigns, all those Messuages &c. [*Here describe the Premises mortgaged*] to hold unto the said C. D. his Executors, Administrators and Assigns, for the Term of — Years, from thenceforth next ensuing: In which said Indenture was contained a Proviso or Condition to make the same defeasible and void on Payment by the said A. B. to the said C. D. of the Sum of &c. of lawful Money &c. with legal

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legal Interest for the same, at a certain Day therein particularly mentioned, as in and by the said Indenture of Demise or Mortgage, Relation being thereunto had, may more fully and at large appear. *Now know all Men* by these Presents, that I the said C. D. do hereby signify and declare, that the said Sum of £*c.* so secured to be paid and payable out of the said mortgaged Premises, as aforesaid, are the proper Moneys of E. F. of £*c.* and that the Name of me the said C. D. was only used in Trust for the Benefit and Behoof of the said E. F. his Executors, Administrators and Assigns, in the above in Part recited Indenture of Demise or Mortgage; and therefore in Discharge of the said Trust in me reposed, as aforesaid, I the said C. D. have, at the Request of the said E. F. surrendered, assigned and set over, and by these Presents do grant, bargain, sell, assign and set over unto the said E. F. his Executors, Administrators and Assigns, all the Estate, Right, Title, Interest, Use, Trust, Benefit, Claim and Demand whatsoever, which I the said C. D. have, or may have or claim of, in or to the said Messuages, £*c.* and other the Premises, in and by the said in Part recited Indenture of Demise or Mortgage, granted to me as aforesaid, or of or in any Matter or Thing in the said Indenture mentioned and contained; so that neither I the said C. D. my Executors, Administrators or Assigns, or any of us, at any Time hereafter, shall or will ask, demand, claim, or challenge any Interest, Benefit, Trust or Privilege in any Respect or Manner whatsoever, in or to the said above surrendered and assigned Premises, or any Part thereof, by Reason, Colour or Means of the said in Part recited Indenture of Demise or Mortgage, or any Covenant, Proviso, Matter or Thing therein contained, or otherwise howsoever: But thereof and therefrom, and of and from all Actions, Suits and Demands whatsoever, which I, my Executors, Administrators or Assigns, or any of us, may have concerning the same, shall be wholly and entirely debarred.

A Declaration of a Trust on a mortgaged Term, without Surrender.

WHEREAS in and by one Indenture of Demise or Mortgage, bearing Date &c. and made or mentioned to be made between A. B. of &c. of the one Part, and C. D. of &c. of the other Part, the said A. B. for and in Consideration of 1000*l.* of lawful Money &c. therein mentioned, to be paid by the said C. D. to the said A. B. did demise, &c. [*Here go on and recite the Mortgage as in the last Surrender*] to hold for along Term of Years, defeasible on Repayment by the said A. B. to the said C. D. of the said 1000*l.* with Interest, on certain Days therein mentioned, as in and by the said Indenture may more fully appear. *Now know all Men by these Presents*, that the said C. D. do hereby signify and declare that 300*l.* Part of the said 1000*l.* are the proper Moneys of E. F. of &c. and 200*l.* more, other Part of the said principal Sum, are the proper Moneys of G. H. of &c. And therefore the said C. D. doth hereby declare, grant and agree, that he the said C. D. his Executors and Administrators, shall and will from henceforth stand possessed of, and interested in the said Mortgage and mortgaged Premises, and every Part thereof, in Trust as well for securing the Payment of the said Sum of 300*l.* and Interest to the said E. F. his Executors, Administrators and Assigns, and the said Sum of 200*l.* and Interest to the said G. H. his Executors, Administrators and Assigns, as for securing the Repayment of the other 500*l.* and Interest to him the said C. D. his Executors, Administrators and Assigns: *And* that neither he the said C. D. his Executors nor Administrators, shall or will assign, or in any-wise vacate the said Mortgage, or release the Moneys thereby secured, until the said E. F. shall be fully paid and satisfied the said 300*l.* and Interest, and the said G. H. shall also be fully paid and satisfied his 200*l.* and Interest. *In Witness, &c.*

A De-

A Declaration of Trust by Way of Assignment.

THIS Indenture made &c. between *A. B.* of &c. of the one Part, and *C. D.* of the other Part: Whereas in and by one Indenture &c. [*Here recite the Mortgage Lease, as in the foregoing*] Now this Indenture witnesseth, that the said *A. B.* doth hereby acknowledge and declare, that the Sum of &c. in the said in Part recited Indenture of mortgage mentioned, was all the proper Money of the said *C. D.* and not any Part thereof the Money of the said *A. B.* and that the Name of him the said *A. B.* was used therein, only in Trust for the said *C. D.* his Executors, Administrators and Assigns: And therefore the said *A. B.* in Pursuance of the Trust reposed in him, as aforesaid, by the said *C. D.* and also for and in Consideration of the Sum of five Shillings to him in Hand paid by the said *C. D.* at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred and set over, and by these Presents doth grant, bargain, sell, assign, transfer and set over unto the said *C. D.* his Executors, Administrators and Assigns, all and singular the said Messuages &c. and Premises before-mentioned, in and by the said in Part recited Indenture of Mortgage granted, with their and every of their Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years, Property, Claim and Demand whatsoever of him the said *A. B.* of, in, or to the said Premises, and every Part and Parcel thereof, together with the said in Part recited Indenture of Demise or Mortgage: *To have and to hold* the said Messuage, &c. hereby granted and assigned, or mentioned or intended so to be, unto the said *C. D.* his Executors, Administrators and Assigns, for and during all such Term and Estate as he the said *A. B.* hath or ought to have therein. And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *C. D.* his Executors, Administrators and Assigns, that he the said *A. B.* hath not made, committed, acted or done,

done, or caused or procured to be made, committed, acted or done, any Act, Matter or Thing, whereby, or by Reason or Means whereof the said Messuages, &c. and Premisses, or any Part thereof, are, may, or can be charged or incumbered in Title, Charge, Estate or otherwise howsoever. *In Witness, &c.*

OF INDENTURES.

WHERE a Deed begins, *This Indenture*, it must actually be indented, that is to say, cut or scooped at the Top, otherwise it will be a Deed-Poll; for it is not the Words, *This Indenture*, but the indenting of the Parchment or Paper, that makes it an Indenture. The Difference between Indentures and Deeds Poll are, that in the latter, the Words shall be most strongly taken against the Grantor; but in the former, the Words there are to be taken according to the Intent of both Parties, the *Grantor* and *Grantee*; for this Reason, where both Parties are intended to be concluded, it seems highly necessary to turn Deed Polls into Indentures, which is easily done, by observing the different Forms of those Instruments, and indenting them as above directed. A Deed may consist of several Parts, as two, three, four, five, six, which until the late Alteration in the Law, were wrote *Bipartite*, *Tripartite*, *Quadrupartite*, *Quinquupartite*, *Sextipartite*, &c.

A common Indenture of Apprenticeship.

THIS *Indenture made* the — Day of — in the — Year of the Reign of —, and in the Year of our LORD —, *witneseth*, that *A. B.* of &c. hath of his own free and voluntary Will, placed and bound himself Apprentice unto *C. D.* of &c. Blacksmith, to learn the said Trade, Mystery or Occupation of a Blacksmith, which he the said *C. D.* now useth, and with him as an Apprentice to dwell, continue and serve from the Day of the Date hereof, unto the full End and Term

of Seven Years, from thence next ensuing and fully to be compleat and ended; during all which Term of Seven Years, the said Apprentice his said Master well and faithfully shall serve, his Secrets keep, his lawful Commands gladly do and obey; Hurt to his said Master he shall not do, nor wilfully suffer to be done by others, but of the same, to the utmost of his Power, shall forthwith give Notice to his said Master; the Goods of his said Master he shall not imbeizil or waste, nor them lend, without his Consent, to any; at Cards, Dice, or any other unlawful Games, he shall not play, Taverns or Alehouses he shall not frequent; Fornication he shall not commit, Matrimony he shall not contract; from the Service of his said Master he shall not at any Time depart or absent himself, without his said Master's Leave; but in all Things, as a good and faithful Apprentice, shall and will demean and behave himself towards his said Master, and all his, during the said Term. And the said Master, in Consideration of the Sum of ——— of lawful Money of *Great Britain*, to him in Hand paid by his said Apprentice, in the said Trade, Mystery or Occupation of a Blacksmith, which he now useth, with all Things thereunto belonging, shall and will teach, instruct, or cause to be well and sufficiently taught and instructed, after the best Way and Manner he can, and shall and will also find and allow unto his said Apprentice Meat, Drink, Washing and Lodging, and all other Necessaries fit and convenient for such an Apprentice, (Linnen and Wearing Apparel only excepted) during the Term aforesaid. *In Witness,* &c.

Some necessary Observations in relation to Indentures of Apprenticeship.

IF any Money or other Thing whatsoever, as Plate, Goods, Bedding &c. be contracted for or given with an Apprentice, such Consideration must be expressly inserted in the Indenture, otherwise the Master forfeits treble the Value of what is concealed, the Indenture

indenture becomes void, and the Apprentice, who perhaps may have served faithfully the whole Term of his Apprenticeship, is render'd incapable of exercising his Trade in any Town, City or Corporation of this Kingdom.

Where Goods or other Things, not Money, are given or contracted for with an Apprentice, such Goods &c. are to be valued by a proper Officer of the Stamp-Duties, to whom, if within twenty Miles of *London*, the Master must send the Indenture within fourteen Days after its Date, and if at further Distance from thence, then in six Weeks, and must at the same Time pay a Duty after the Rate of Sixpence for every twenty Shillings of the amount of the Apprentice Fee, where it does not exceed fifty Pounds, and where it does, one Shilling in the Pound. If the full of what is given even be inserted, yet should the Master not take Care to pay the Duty in Time, he forfeits fifty Pounds, and the Indenture and Apprentice are put upon the same Footing as in the other Case.

Of COVENANTS.

A Covenant is an Agreement that ought to be by both Parties in Writing, sealed and delivered. It must be for performing what is lawful and possible, otherwise it will be void.

All Covenants must, as to Time and Place, be exactly performed; and no Cause of Action can arise from thence till some Breach thereof.

A Covenant

A Covenant for Payment of Rent and performance of Covenants of a Lease assigned, and to indemnify the Assignor therefrom.

AND the said G. D. [*Here name the Assignee*] for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise, grant and agree, to and with the said A. B. his Executors and Administrators, and every of them, by these Presents, in Manner and Form following, (that is to say) that he the said C. D. his Executors, Administrators or Assigns, shall and will from Time to Time, and at all Times hereafter, well and truly pay the Rent and perform the Covenants and Agreements in the said in Part recited Indenture of Lease reserved and contained, which on the Tenant's or Lessee's Part are, or ought to be paid, done, performed and kept, according to the true Intent and Meaning of the said Indenture of Lease, and thereof and therefrom, and of, from and against all Actions, Suits, Costs, Charges, Expences, Troubles, Damages and Demands whatsoever, which shall or may arise, happen, be commenced or prosecuted against the said A. B. his Heirs, Executors or Administrators, or which he or they shall or may sustain, suffer or be put unto, for or by Reason or Means of the Nonpayment of the said Rent, or the Breach or Nonperformance of the said Covenants or Agreements, or any of them, shall and will at all Times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said A. B. his Heirs, Executors and Administrators, and every of them, by these Presents. *In Witness, &c.*

A Covenant.

A Covenant in a Lease, that the Lessor may upon six Months Notice take Part of the Premisses into his own Hands.

AND also that if he the said *A. B.* his Executors, Administrators or Assigns, shall at any Time during the Term hereby granted unto the said *C. D.* as aforesaid, be minded to take the Shop, now in the Possession or Occupation of &c. (being Part of the Messuage or Tenement hereby demised) into his or their own Hands, Use or Possession, or otherwise to let or dispose thereof, and shall give unto the said *C. D.* his Executors, Administrators or Assigns, six Months Notice in Writing of such his or their Mind or Intention, that at or immediately after the End or Expiration of the said six Months, it shall and may be lawful to and for the said *A. B.* his Executors, Administrators or Assigns, to enter upon, have, hold, occupy and enjoy the said Shop, from thenceforth, for and during all the rest, Residue and Remainder of the said Term, which shall be then to come and unexpired; the said *A. B.* hereby covenanting, promising and agreeing, that he the said *A. B.* his Executors and Administrators, shall and will discount and allow, or otherwise, that it shall and may be lawful to and for the said *C. D.* his Executors, Administrators and Assigns, to defalk, deduct and retain the Sum of &c. yearly and every Year out of the said Rent of &c. hereby reserved, which is to be in full Satisfaction for the said Shop, any Thing herein contained to the contrary thereof notwithstanding.

A Covenant

A Covenant or Proviso in a Lease, allowing the Tenant to be free before the End of the Term granted.

Provided also, and it is hereby covenanted and agreed by and between the said Parties to these Presents, that if he the said C. D. his Executors, Administrators or Assigns, shall be amended or desirous to leave the said Premises at the End of Seven Years, or Fourteen Years, after the Commencement of this present Lease or Demise, and thereof shall give six Months Notice or Warning in Writing, under his or their Hands, unto the said A. B. his Heirs or Assigns [*If the Lessor have only temporary Interest, then write Executors, &c. as before directed; for which see Leases*] of such his or their Mind and Intention, on the Feast Day of ——— next and immediately preceding the Determination of the said Term or Time of Seven Years, or Fourteen Years respectively; that then and immediately after the Expiration of the said Term of Seven Years, or Fourteen Years respectively, and of such respective Notice given, as aforesaid, the Term and Estate of twenty-one Years hereby granted, as aforesaid, shall cease, determine and be utterly void, any Thing in these Presents contained to the contrary thereof in any wise notwithstanding.

Note; This Covenant or Proviso must immediately follow the Proviso for Re-entry on Nonpayment of Rent.

An Indenture of Copartnership between two Booksellers.

THIS Indenture made the ——— Day of ——— in the ——— Year of the Reign of ———, and in the Year of our LORD ———, between A. B. Citizen and Stationer of London, of the one Part, and C. D. also Citizen and Stationer of London, aforesaid, of the

the other Part, witnesseth, that the said *A. B.* and *C. D.* having had Experience of each other's Care and Fidelity, in Confidence thereof, for the future have agreed upon a Copartnership and Joint-Trade, in carrying on of the Trade of Printing and Bookselling, and therefore each of them doth respectively, and for their several and respective Executors and Administrators, covenant, promise and agree, to and with the other of them, his Executors and Administrators, by these Presents, that from and after the ——— Day of ——— next ensuing the Date of these Presents, they the said *A. B.* and *C. D.* shall be and continue Copartners and Joint-Traders in the Art, Trade, Mystery and Business of a Bookseller, (that is to say) in Buying, Selling, Vending, Exchanging, Printing and Uttering of all Sorts of Books, and other Things incident and belonging to the Trade of a Bookseller; and also in the Management and Doing of all such other Business, as they shall think fit and mutually agree and consent to trade in, for and during, and to the full End and Term of Seven Years, from thenceforth next ensuing and fully to be compleat and ended, if they shall both so long live. *And* for the carrying on of the said Joint-Trade, each of the said Parties to these Presents, doth covenant, promise, grant and agree, to and with the other of them, that they will each of them bring in severally into the said Joint-Trade and Stock, in Money and Goods, to be used in the said Trade, on or before the said ——— Day of ——— next ensuing the Date hereof, the full Sum or Value of ——— of lawful Money of *Great Britain*, to be used and employed in the said Joint-Trade, upon the said joint Account. *And* it is herein and hereby also mutually covenanted and agreed, by and between the said Parties to these Presents, that the said Trade of a Bookseller shall be carried on and managed at the Shop and Warehouse at the ——— situate in ——— *London*, or at any other Place they the said Parties to these Presents shall agree upon for that Purpose. *And* for the orderly proceeding in and carrying on of the said intended Trade or Business, it is mutually covenanted, concluded and agreed upon,

pon, by and between the said Parties to these Presents; and each of them doth for himself respectively covenant, promise, grant and agree, to and with the other of them, his Executors and Administrators, by these Presents, in Manner and Form following, (that is to say) that they the said *A. B.* and *C. D.* shall be just and faithful to each other, in all their Buyings, Sellings, accounts, Reckonings, Disbursements and Dealings concerning the said Copartnership, and shall each of them endeavour by all just Care and Diligence to advance and promote the said Joint-Trade and Stock, without Fraud or Deceit, and give their Attendance upon the said Trade. *And* also that the said *A. B.* his Executors or Administrators, shall have the full Interest, Right or Property of, in and unto one Moiety or half Part of the said Joint-Stock of Books, Copies and other Things belonging to the said Copartnership, and also of, in and unto all the Gains, Profits and Increase which shall arise, happen, accrue or be made thereby, or by the ordering or employing of the same, or by any Credit or Business to be by them managed or done as Copartners, and also shall bear and pay one Moiety of all Losses, Costs, Expences or Damages, which shall at any Time happen, arise or come, or be expended or paid out, in, about or concerning the said Joint-Trade or Copartnership aforesaid, in any wise whatsoever. *And* that the said *C. D.* his Executors or Administrators, shall have the full Interest &c. of, in, and unto the other Moiety or half Part, &c. [*Here go on exactly in the same Manner, as in the foregoing Clause*] And each of them the said *A. B.* and *C. D.* doth also for himself, his Executors and Administrators, covenant, promise, grant and agree to and with the other of them, his Executors and Administrators, that the said Joint-Stock, and also the Buyings, Sellings, Exchanging of Books, Dealings, Gains, Debts and Credits which shall grow, arise, happen or be made, of or by Means of the said Joint-Trade, or any Thing incident or belonging hereunto, shall from Time to Time, during all the said Term of the said Copartnership, be duly entred and fairly written in some convenient Book or Books, to be kept

kept for that Purpose, within the Shop wherein the said Trade is to be driven, in such Manner as Men of the same Trade use or ought to do; of which said Book the said Parties to these Presents, and either of them, their respective Executors or Administrators, shall freely at all Times, as well during the Continuance, as after the Expiration of the Copartnership aforesaid, have the Sight and Perusal, when and as often as it shall be desired, and shall have Liberty to transcribe and copy on all or Part thereof, without any Let, Hindrance or Denial. And also that all Bonds, Bills, Notes, Specialties and Securities for Money whatsoever, at any Time to be made or taken for any Matter or Thing concerning the said Joint-Stock or Trade, and also all other Things to be sold, exchanged and delivered out of the said Joint-Stock or Trade, shall be made and taken in the Names of the said *A. B.* and *C. D.* and for their joint and equal Use and Benefit; and also that no more than — Shillings a Week shall be taken out of the said Joint-Stock by either of the said Parties to these Presents until Notice be given to the other of them; and that each of the said Parties shall receive equally at the same Time out of the said Joint-Stock, and not more than one more than the other of them, except only Money to be and which shall be necessarily laid out in the said Stock and Trade, for the Support of the said Copartnership. And also that all Sum and Sums of Money to be taken out, as aforesaid, either to be divided or used in Trade, shall from Time to Time be entered into the said Book or Books, so to be kept, as aforesaid: And also that no Apprentice or Servant shall be taken during the Continuance of the said Partnership, but by and with the joint Consent of the said Parties to these Presents. And also if any Book or Books, Money, Goods or other Things in Copartnership, shall be misbezilled, purloined or spoiled by the Apprentice or Apprentices, or other Agent or Servant of the said Parties to these Presents, during the said Copartnership, then and in such Case, the Loss and Damage thereby happening shall be equally born and sustained by the said Parties to these Presents. And also that neither of the

aid Parties shall at any Time sell or deliver out upon Trust, and without ready Money, to any Person whatsoever, any Part of the said Joint-Trade and Stock, above the Value of ———, unless upon Notice given to the other Party of these Presents, and his Consent thereunto first had and obtained; neither shall either of them lend any Money above the Value aforesaid, out of the said Joint-Stock, without such Consent as aforesaid: But if Goods of above ——— Value shall be trusted, or Money lent contrary hereunto, the same shall be sustained or made good by him so trusting or lending the same, and not by the said Joint-Stock. *And* also that neither of the said Parties to these Presents, shall, without Consent of the other of them, release or discharge any Debt, Duty, Sum or Sums of Money, or other Things, which shall be due, owing or becoming to the said Joint Account, or any Part thereof, or any Securities given for the same, but only such and so much as shall be actually received and brought into the said Joint-Stock; nor shall compound or agree to accept Part for the whole of any Debt, Duty or Sum of Money to them upon the Account aforesaid jointly owing or payable, without the Consent or Approbation of the other of them thereunto in Writing first had and obtained. *And* also that neither of the said Parties to these Presents, shall at any Time during the said Copartnership, and before a final Partition be made between them, become bound or be Bail or Surety for, with, or to any Person or Persons whatsoever, or either by Bond, Bill, Judgment, Statute, Recognizance, Promise, or otherwise, without the Privy or Consent of the other of them, thereunto in Writing first had and obtained. *And* that there shall not be any new Translation of any Book or Copy to the Use of the said Joint-Stock, nor any Printer, Stationer or Bookbinder be employed in any Thing relating to the said Joint-Stock, without the Consent of both the said Parties to these Presents. *And* also that the said *A. B.* and *C. D.* shall and will, once in every Year, during the said Copartnership, at the Feast of ———, or within twenty Days after, or sooner, at the Request of either

either of them to that Purpose, join with the other of them, and perform and do whatsoever to him belonging or in him lieth, for the making up and passing of a new, plain and perfect Account and Reckoning between them, of and concerning all their Buyings, Sellings, Exchanges, Printing, Trading and Dealings for, upon, or by Reason of the said Joint-Trade, and relating to the said Copartnership, and of all and every such Stock, ready Money and Things as concern or shall be employed in or about the same; and of the Gains, Profits and Encrease thereof, and also of the Charges, Damages and Expences happening or accruing thereby, and likewise of all Debts owing or payable by the said Parties to these Presents, for, upon, or in Respect of the said Joint-Trade and Dealing, to the Intent that it may appear how and in what State and Condition they stand, in Reference to the said Copartnership and Joint-Stock; and upon the finishing and perfecting every such Account, the same shall be fairly written into two several Books for that Purpose to be provided, both of which said Books shall be subscribed by both the said *A. B.* and *C. D.* and one of them so subscribed shall remain with the said *A. B.* and the other of them with the said *C. D.* which said Accounts so passed and subscribed, shall not be called into Question, or be in anywise controverted, unless some manifest Error or Mistake shall plainly appear to have therein escaped their Notice, and that the same Error shall be discovered in the Life-time of both the said Parties, and not otherwise. *Provided* always nevertheless, and it is expressly covenanted, concluded and agreed by and between the said Parties to these Presents, and the true Intent and Meaning of the said Parties hereunto is hereby declared to be, that if either of the said Parties shall die, during the Continuance of the said Copartnership, yet nevertheless no Benefit of Survivorship shall accrue unto, or be had or taken by the Survivor of them in any wise whatsoever, any Law, Usage or Custom, or any Thing herein before contained to the contrary thereof notwithstanding. But the one Moiety of the ready Money, Stock and Effects of the said Copartnership, and the

Process

proceed thereof, shall come and be to the Executors or Administrators of such dying Person, or such other Person or Persons as he shall otherwise dispose thereof, and the other Moiety thereof to the Survivor. *And* is further covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, that if any Debts shall be owing by the Copartners upon the said joint Accounts, such surviving Partner shall out of the ready Money, or if there be not ready Money, then as soon as Money shall come in, and become due, satisfy and pay the same: *And* after all the Debts shall be paid, then such Survivor shall forthwith pay so much Money, as the Part, Share, or Dividend of the Goods of such deceased Partner shall amount unto, upon a Valuation to be made of the Stock, by two indifferent Men of the same Trade; the one to be chosen by the Survivor, and the other by the Person who shall have a Right to the Deceased's Share, and shall also account for and pay one Moiety of all the Debts due to the Copartnership, which he shall receive (he being first allow'd his Charges and Expences, in and about the getting in thereof.) *And* it is hereby further covenanted and agreed by and between the said Parties to these Presents, that within one Month next after the End or Determination of the said Copartnership, if both the said Parties shall be living, a final Account, Partition and Division shall be made and passed by and between the said Copartners, for and concerning all such Goods, Monies and Things, which shall be then due, owing and belonging unto the said Joint-Stock and Trade, or to the said Parties to these Presents, in respect thereof; and also of and for all such Debts, Dues, or Sums of Money as by Reason of the said Joint-Trade shall be contracted, and be by them owing to any Person or Persons; and likewise of and for all the Gains and Increase, Damages and Losses, happening or accruing by, through, or in Respect of the said Joint-Trade or Copartnership, so that the State thereof may appear, and how much thereof shall belong to each Party; and then, after all Debts and Sums of Money owing on the Account, or by Virtue of the said Copartnership, shall be discharged and paid,

(and not before) the said *A. B.* his Executors, Administrators or Assigns, shall have and take to his and their own proper Use or Uses, one Moiety (the whole into two equal Parts to be divided) of all the Money, Goods and Things then in Stock between them : And the said *C. D.* his Executors, Administrators or Assigns, shall likewise then have and take to his and their own proper Use or Uses, the other Moiety of the Money, and the Goods and Things then in the Stock between them. And it is further covenanted and agreed, that in Case, at the End of the said Copartnership, the Money and Stock shall not be sufficient to clear and discharge all the Debts, owing upon the Account of the said Copartnership, that then each of the said Parties to these Presents, his Executors or Administrators, shall pay one Moiety thereof. And the said *A. B.* doth hereby covenant, grant and agree, to and with the said *C. D.* his Executors, Administrators and Assigns, that he the said *A. B.* his Executors or Administrators, shall and will well and truly pay or cause to be paid one Moiety thereof; and save and keep harmless the said *C. D.* his Executors and Administrators, of and from the same : And the said *C. D.* doth hereby covenant, promise, grant and agree, to and with the said *A. B.* his Executors and Administrators, that he the said *C. D.* his Executors or Administrators, shall and will pay or cause to be paid the other Moiety thereof, and also save and keep harmless the said *A. B.* his Executors and Administrators of and from the same. And it is further agreed, that the Copies or Books of either of the said Parties to these Presents, which shall be printed during the Continuance of the said Copartnership, shall be for the Benefit of the said Joint-Stock, and be brought thereinto ; and in Case the said Parties to these Presents shall not agree to the Number of what shall be printed, or the Prices to be sold at, or to any other Matter relating thereunto, that then the same shall be determined by *E. F.* and *J. K.* Citizens and Stationers of *London*, who are hereby authorized to determine the same, and their Determination is hereby agreed to be conclusive to the said Parties to these Presents, and each of them shall be compelled to perform the same by a Rule of

of Court of *King's Bench* at *Westminster*, pursuant to the Statute in that Case made and provided. *And lastly*, is covenanted and agreed by and between the said Parties to these Presents in Manner aforesaid, that if any Doubt, Question or Controversy shall arise between the said Parties, for, about or concerning this present Inture of Copartnership, or any Clause, Proviso, or agreement herein comprised or contained, or any Defect, or Want of Explanation, or any Matter or Thing relating to his Copartnership, then and as often as any such Doubt, Controversy or Difference shall arise or happen, the same shall be referred to the Determination of the said *E. F.* and *G. H.* (if they shall be then living.) and in Case of the Death of either of them, then to two indifferent Persons, to be nominated and chosen from Time to Time by the said Parties to these Presents, within ten Days after such Controversy shall arise or happen, (each of the said Parties to chuse one) or else by an Umpire, to be nominated by the Persons so chosen; and in Case the said Persons cannot agree and compose the same, and that each of the said Parties to these Presents, and their respective Executors and Administrators, shall stand to, and to, abide, perform and keep such Order and Determination therein, as *E. F.* and *G. H.* or the said two indifferent Persons to be chosen as aforesaid, or the said Umpire so to be chosen as aforesaid, shall make and give up; so as such Order, Judgment and Determination of the said *E. F.* and *G. H.* or of two such indifferent Persons, or Umpire as aforesaid, of or concerning the same, shall be from Time to Time made and set down in Writing, under the Hands and Seals of the said *E. F.* and *G. H.* or of the said two indifferent Persons, or of the said Umpire, within ten Days next after such Doubt, Question or Controversy shall be referred to them or him as aforesaid; which said Determination is hereby agreed to be conclusive to the said Parties to these Presents, and each of them shall be compelled to perform the same by the Court of *King's Bench*, *Westminster*, pursuant to the said Statute in that Case made. *In Witness, &c.*

A Charter-Party of Assignment.

THIS *Charter-Party* indented, made, concluded and agreed upon, the ——— Day of ——— in the ——— Year of the Reign of ——— and in the Year of our LORD &c. between A. B. of &c. Master and Owner of the Ship or Vessel called ——— of the Burthen of &c. of the one Part, and C. D. of &c. of the other Part, witnesseth, That the said A. B. for the Consideration herein after-mentioned, *both* granted and to Freight letten, and by these Presents *doth* grant and to Freight let, unto the said C. D. his Executors, Administrators and Assigns, the whole Tonnage of the Hold, Stem, Sheets, and Half-deck of the said Ship or Vessel, from the Port of *London*, to the Port of ——— in a Voyage to be made with the said Ship in the Manner following, (that is to say) the said A. B. is to sail with the first fair Wind and Weather that shall happen next after the ——— Day of ——— or before the ——— Day of ——— next, from the said Port of *London* with the Goods and Merchandizes of the said C. D. his Factors or Assigns, on Board to ——— afore said, there to be deliver'd and discharg'd of her said Cargo, within fifteen Days next after her Arrival for the End of the said Voyage. *In Consideration* whereof, the said C. D. for himself, his Heirs, Executors and Administrators doth covenant, promise, grant and agree, to and with the said A. B. his Executors, Administrators and Assigns and every of them by these Presents, that he the said C. D. his Executors, Administrators, Factors, or Assigns shall and will well and truly pay or cause to be paid unto the said A. B. his Executors, Administrators and Assigns, for the Freight of the said Ship or Goods, the Sum of &c. [Or thus, 20 s. a Ton, for loading or unloading and taking in Goods at ——— and ——— Ports within one and twenty Days after the said Ship's Arrival, and Goods discharged at ——— afore said, for the End of the Voyage; and also shall and will pay for Demorage, if any shall be by the Default of him the said

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C. D. his Factors or Assigns, the Sum of twenty Shillings a Day, daily and every Day, as the same shall grow due. And the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree, to and with the said C. D. his Executors, Administrators and Assigns, and every of them, by these Presents, that the said Ship or Vessel shall be ready at the said Port of *London*, at ——— Key, to take in Goods, by the said ——— Day of ——— next coming; and within ten Days after the said Ship shall be ready at the said Key, as aforesaid, the C. D. doth grant, promise and agree to have his Goods ready and put on Board the said Ship, in Order that she may proceed on her said Voyage. And the said A. B. doth also covenant, promise, grant and agree, to and with the said C. D. his Executors, Administrators and Assigns, that the said Ship or Vessel now is, and at all Times during the said Voyage shall be, to the best Endeavour of the said A. B. his Executors and Administrators, at his and their own proper Costs and Charges, in all Things made and kept stiff, staunch and strong, and well furnish'd and provided as well with Men and Mariners sufficient and able to sail, guide and govern the said Ship, as with all Manner of Rigging, Boats, Tackle, Apparel, Furniture, Provision, and Appurtenances fitting and necessary for the said Men and Marriners, and for the said Ship, during the Voyage aforesaid. *In Witness, &c.*

A Letter of Licence to a Debtor.

TO all to whom these Presents shall come, We E. F. of &c. G. H. of &c. [*Here name the several other Creditors*] whose Names are underwritten, and Seals affixed, Creditors of A. B. now or late of &c. send greeting. Whereas the said A. B. on the Day of the Date hereof, is indebted unto us the said Creditors in divers Sums of Money, which, by Reason of the great Losses and Misfortunes, he is not at present able to pay and satisfy, without Respite of Time to be given him for that Purpose. *Know ye therefore*, that we the said

Creditors, and every of us, do by these Presents, severally give and grant unto the said A. B. free Licence, Liberty and Leave, and our sure and safe Conduct, to come, go, and resort unto us and every of us, his said Creditors, to compound and take Order with us, and every one of us, for our and every of our said Debts; and also go about his other Business and Affairs at his free Will and Pleasure, from the Day of the Date hereof, unto the full End and Term of ——— next ensuing, without any Let, Suit, Trouble, Arrest, Attachment, or other Disturbance whatsoever, to be offered or done unto him the said A. B. his Wares, Goods, Money or Merchandizes whatsoever, by us or any of us, or by the Executors, Administrators, Partners, or Assigns, of us or any of us, or by our or any of our Means or Procurement. And we the said Creditors severally and respectively, each for himself, his Executors and Administrators, doth severally and apart, and not jointly, covenant, grant and agree, to and with the said A. B. his Executors and Administrators, and every of them by these Presents, that if any Trouble, Vexation, Wrong, Damage, or Hindrance, shall be done unto him the said A. B. either in his Body, Goods or Chattels, within the said Term of ——— from the Date of these Presents, by us or any of us, contrary to the Tenor and Effect of this our Licence, that then he the said A. B. his Executors and Administrators, shall be acquitted and discharged towards and against him and them, of us, his and their Executors, Administrators, Partners and Assigns, and every of them, by whom and by whose Means he shall be vexed, arrested, troubled, imprisoned, attached, grieved or damnified, of all Manner of Actions, Suits, Quarrels, Debts, Duties and Demands, either in Law or Equity, whatsoever, from the Beginning of the World, to the Day of the Date of these Presents: *Provided* always nevertheless, and it is the true Intent and Meaning of these Presents, and of the said Parties hereunto, that if all the said Parties shall not subscribe and seal these Presents, then and in such Case, the Liberty and Licence hereby given and granted, and every Clause, Covenant, Matter and Thing therein contained, shall cease and be utterly

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utterly void to all Intents and Purposes, anything herein before contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

A Composition with Creditors.

TO all to whom these Presents shall come, We whose Names are here under-written, and Seals annexed, Creditors of A. B. of &c. send Greeting. Whereas the said A. B. doth justly owe and is indebted unto us, his said several Creditors, in divers Sums of Money; but by Reason of many Losses, great Hindrances, and other Damages happened unto the said A. B. he is become utterly unable to pay and satisfy us our full Debts, with such Goods, Wares and Merchandizes which he hath, which we the said Creditors are unwilling to accept of, or any Ways to intermeddle with the same; and therefore we the said Creditors have resolv'd and agreed to undergo a certain Loss, and to accept of Five Shillings for every Pound, owing by the said A. B. to us the several and respective Creditors aforesaid, to be paid in full Satisfaction and Discharge of our several and respective Debts: *Now know ye*, that we the said Creditors of the said A. B. do for ourselves severally and respectively, and for our several and respective Heirs, Executors and Administrators, covenant, promise, compound and agree, to and with the said A. B. his Executors and Administrators, and to and with every of them by these Presents, that we the said several and respective Creditors, and our several and respective Executors, Administrators and Assigns, shall and will accept, receive and take of and from the said A. B. his Executors and Administrators, for each and every Pound that the said A. B. doth owe and is indebted to us the said several and respective Creditors, the Sum of five Shillings, in full Discharge and Satisfaction of the several Debts and Sums of Money that the said A. B. doth owe and stands indebted unto us the said Creditors respectively; so that the said Sum of Five Shillings, to be paid for each and every Pound that the said A. B.

doth owe and standeth indebted unto us the said several and respective Creditors, be paid unto us the said several and respective Creditors, our several and respective Executors, Administrators or Assigns, within the Time or Space of Six Months next after the Date of these Presents. *And* we the said several and respective Creditors, do severally and respectively, for ourselves, our several and respective Heirs, Executors, Administrators and Assigns, covenant, grant, promise and agree, to and with the said A. B. his Executors and Administrators that he the said A. B. his Executors, Administrators and Assigns, shall and may from Time to Time and at all Times within the said Term or Space of Six Months next ensuing the Date hereof, assign, sell, or otherwise dispose of his said Goods and Chattels, Wares and Merchandizes, at his and their own free Will and Pleasure, for and towards the Payment and Satisfaction of the said Five Shillings for every Pound the said A. B. doth owe and is indebted as aforesaid, unto us the said respective Creditors: *And* that neither we the said several and respective Creditors or any of us, nor the Executors, Administrators or Assigns of us or any of us, shall or will, at any Time or Times hereafter, sue, arrest, molest, trouble, imprison, attach, or condemn the said A. B. his Executors or Administrators, or his or their Goods and Chattels, for any Debt or other Thing now due and owing to us or any of us his respective Creditors aforesaid; so as the said A. B. his Executors or Administrators, do well and truly pay or cause to be paid unto us, his said several and respective Creditors, the said Sum of Five Shillings for every Pound he doth owe and standeth indebted unto us respectively within the said Time or Space of Six Months next ensuing the Date hereof. *In Witness, &c.*

Of Conveyances of Lands by Lease and Release, Feoffment, &c.

THE common Conveyance of Estates of Inheritance, now in Use, is a Lease and Release. The Lease, or Bargain and Sale, must be made for one Year, to commence from the Day before the Date thereof, and must bear Date the Day before that of the Release; and tho' both those Deeds make but one Conveyance in Law, and are executed at the same Time, yet the Bargain and Sale must be first executed, a Possession being thereby directly conveyed to the Purchaser or Releasee; and by that Means Livery and Seisin, which was necessary to be made on the former Method of conveying Estates, *viz.* by Feoffment, is fully supplied.

If a Deed of Conveyance express a Consideration of Money, upon a Purchase, this is no Proof upon the Trial, that the Money expressed was really paid; but Proof must be made of it by Witnesses; wherefore it seems highly necessary, that the Witnesses to the Receipt on the Back of the Deed should have written, before they come to subscribe, to this Purpose, *viz.* (*Witness to the Payment of the Money*) in Case they actually saw the Money paid. See the Receipt under Title Release.

A Bargain and Sale for a Year.

THIS Indenture made the ——— Day of ——— in the ——— Year of the Reign of ——— and in the Year ——— between A. B. of *Esq.* of the one Part, and C. D. of *Esq.* of the other Part, witnesseth, that the said A. B. for and in Consideration of the Sum of Five Shillings of lawful Money of *Great Britain* to him in Hand paid by the said C. D. at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, *both* granted, bargain and sold, and by these Presents *doth* grant, bargain

and sell unto the said C. D. his Executors, Administrators and Assigns, *All that Messuage &c. [Here mention the Premises that are to be sold]* and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and every Part and Parcel thereof, with the Appurtenances, *To have and to hold* the said Messuage &c. Lands, Hereditaments and Premises above granted, bargained and sold, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, from the Day before the Day of the Date hereof, for and during, and unto the full End and Term of one whole Year, from thenceforth next ensuing, and fully to be compleat and ended; *Yielding* and paying therefore one Pepper-Corn, at or upon the Feast Day of *St. Michael* next ensuing the Date hereof, if the same shall be lawfully demanded: *To the Intent*, that by Virtue of these Presents, and by Force of the Statute made for transferring of Uses into Possession, he the said C. D. may be in the actual Possession of all and singular the said Premises above bargained and sold, with the Appurtenances, and be thereby enabled to take and accept of a Grant and Release of the Reversion and Inheritance thereof to him and his Heirs, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, *[If the Release be to Trustees to Uses, say,* and be thereby enabled to take and accept of a Grant and Release of the Reversion and Inheritance thereof, to them and their Heirs, to, for and upon such Uses, Intents and Purposes, as in and by the said Grant or Release shall be thereof directed or declared.] *In Witness,* &c.

A Release

A Release of an Estate.

THIS Indenture made &c. between *A. B.* of &c. of the one Part, and *C. D.* of &c. of the other Part, *witnesseth*, That the said *A. B.* for and in Consideration of the Sum of — of lawful Money of Great Britain, to him the said *A. B.* in Hand well and truly paid, at or before the Sealing and Delivery of these Presents, the Receipt whereof he the said *A. B.* doth hereby acknowledge, and thereof and therefrom, and from every Part and Parcel thereof doth acquire, release, exonerate, and for ever discharge the said *C. D.* his Heirs, Executors and Administrators, and every of them, by these Presents, *both* granted, bargained, aliened, released and confirmed, and by these Presents *doth* grant, bargain, sell, alien, release and confirm unto the said *C. D.* (in his actual Possession now being, by Virtue of a Bargain and Sale to him thereof made, for one whole Year, by Indenture, bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute made for the transferring of Uses into Possession) and to his Heirs and Assigns, *All* that Messuage &c. together with all Houses, Outhouses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Commons, Pastures, and Common of Pasture, Feedings, Woods, Underwoods, Ways, Paths, Waters, Watercourses, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, to the said Messuage &c. belonging, or in any wise appertaining, or which to and with the same now are, or at any Times heretofore have been held, used, occupied, accepted, reputed, taken or known, as Part, Parcel or Member thereof, or of any Part thereof: And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and every Part and Parcel thereof, with the Appurtenances: And also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever in

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Law or Equity, of him the said *A. B.* of, in and to all and singular the said Premises above-mention'd, and of, in and to every Part and Parcel thereof, with the Appurtenances: And also all Deeds, Evidences and Writings touching or concerning the said Premises only, or only any Part thereof, together with true Copies of all other Deeds, Evidences and Writings, which do concern the said Premises, or any Part thereof, jointly with any other Lands or Tenements, now in the Custody or Possession of him the said *A. B.* or which he can or may get or come by without Suit in Law or Equity: The same Copies to be made, taken and written at the proper Costs and Charges of the said *C. D.* his Heirs and Assigns: *To have and to hold* all and singular the said Messuages or Tenement, Lands, Hereditaments and Premises above, in and by these Presents released and confirmed, and every Part and Parcel thereof, with the Appurtenances, unto the said *C. D.* his Heirs and Assigns, to the only proper Use and Behoof of the said *C. D.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever: And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant, grant, promise and agree to and with the said *C. D.* his Heirs and Assigns, that he the said *A. B.* now is the true, lawful and rightful Owner of all and singular the said Messuages, &c. Hereditaments and Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances: And also that he the said *A. B.* at the Time of the Sealing and Delivery of these Presents, is lawfully and rightfully seised in his own Right, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-simple, of and in all and singular the said Premises above-mentioned, with the Appurtenances, without any Manner of Condition, Mortgage, Limitation of Use or Uses, or other Matter, Cause or Thing whatsoever, to alter, change, charge or determine the same: And also that he the said *A. B.* hath good Right, full Power and sufficient Authority in the Law, to grant, release, convey and confirm all and singular the said Messuage, &c.

&c. Hereditaments and Premises above granted and released, with the Appurtenances, unto the said *C. D.* his Heirs and Assigns, to the only proper Use and behoof of the said *C. D.* his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents: *And* also that he the said *C. D.* his Heirs and Assigns, shall and may at all Times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Messuage, &c. Hereditaments and Premises aforesaid, with the Appurtenances, and every Part and Parcel thereof, without the lawful Let, Suit, Trouble, Hindrance, Molestation, Interruption, Eviction or Disturbance of him the said *A. B.* his Heirs or Assigns, or of any other Person or Persons lawfully claiming or to claim, by, from or under him, them, or any of them: *And* that freed and discharged, or otherwise well and sufficiently saved, kept harmless and indemnified, of, from and against all former and other Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Entails, Fines, Post-Fines, Issues, Amerciaments, Seisures, Bonds, Annuities, Writings Obligatory, Statutes Merchant, and of the Staple, Recognisances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by the said *A. B.* or his Heirs, or any other Person or Persons lawfully claiming, or to claim, by, from or under him, them or any of them. *And further*, that he the said *A. B.* his Heirs, and all and every other Person and Persons, and his and their Heirs, having or lawfully claiming any Estate, Right, Title or Interest, of, in or to the said Premises above in and by these Presents released and confirmed, or any Part thereof, by, from or under him, them or any of them, shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the proper Costs and Charges in the Law of the said *C. D.* his Heirs or Assigns, make, do, seal and execute, or cause or procure to be made, done, sealed and executed, all and every such further

further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Conveyance and Conveyances, Assurance and Assurances in the Law whatsoever, for the further, better and more perfect granting, conveying, releasing, confirming and assuring of all and singular the Premises aforesaid, with the Appurtenances, and every Part and Parcel thereof, unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, as aforesaid, as by the said C. D. his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably advised, devised and required. *And lastly* it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Intent and Meaning hereof also is, and it is hereby declared so to be, that all and every Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, already had, made, levied, suffered, executed and acknowledged, or at any Time hereafter to be had, made, levied, suffered, executed and acknowledged, by or between the said Parties to these Presents, or either of them, or by or between the Heirs or Assigns of the said Parties, or either of them, or any other Person or Persons whatsoever, of the said Premises above released and confirmed, as aforesaid, with the Appurtenances, or any Part thereof, either alone or by itself, or jointly with any other Lands, Tenements or Hereditaments, shall be and enure, and shall be adjudged, deemed and taken to be and enure, as for and concerning all and singular the said Premises above-mentioned, with the Appurtenances, to and for the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents and to and for no other Use, Intent or Purpose whatsoever. *In Witness, &c.*

A Conveyance by Feoffment, with a Letter of Attorney to grant Livery and Seisin.

THIS Indenture made &c. between *A. B.* of &c. of the one Part, and *C. D.* of &c. of the other Part, *witnesseth*, that for and in Consideration of the sum of &c. to the said *A. B.* in Hand well and truly paid &c. [*As before in the Release*] he the said *A. B.* hath granted, bargained, sold, aliened, enfeoffed and confirmed, and by these Presents doth grant, bargain, sell, alien and confirm unto the said *C. D.* his Heirs and Assigns, *All* that &c. and the Reversion and Reversions &c. [*Here go on, as in the Release, until you come to To have &c.*] *To have and to hold* the said &c. unto the said *C. D.* his Heirs and Assigns, to the only proper Use and Behoof of him the said *C. D.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. And the said *A. B.* for himself &c. [*Here go throughout the whole Covenants in the Release.*] And lastly, the said *A. B.* hath made, constituted and appointed, and by these Presents doth make, constitute and appoint *E. F.* of &c. and *G. H.* of &c. his true and lawful Attorneys, jointly, and either of them severally, for him and in his Name, Place and Stead, to enter into the said &c. and Premises, with the Apurtenances, hereby granted and conveyed; or mentioned or intended so to be, or into some Part thereof, in the Name of the whole, to enter, and full and peaceable Possession and Seisin thereof, for him, and in his Name and Stead to take and have; and after such Possession and Seisin thereof taken and had, the like full and peaceable Possession and Seisin thereof, or of some Part thereof, in the Name of the whole, unto the said *C. D.* or to his certain Attorney, for that Purpose authorised to give and deliver. *To hold* unto him the said *C. D.* his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents; the said *A. B.* hereby ratifying, confirming and allowing all and whatsoever his said Attorney or Attorneys, or either of them, shall lawfully do in the Premises. *In Witnesi, &c.*

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The Method of giving Livery and Seisin.

WHERE Possession and Seisin is to be given of Lands, the Feoffor, or Person that grants, or some by his Deed authorised, going upon any Part of the Land granted, delivers to the Feoffee, or him to whom the Grant is made, or to some by his Deed authorised to receive the same, a Gold Ring, or any other Thing, but usually a Piece of Clod or Turff cut out of the Land, and delivering it into the Hands of the Person that is to receive the Possession, and also holding in his other Hand the Deed of Feoffment executed, expressing himself thus, *viz.* I A. B. [If the Feoffor gives Seisin] *do hereby deliver unto you C. D. [If the Feoffee receives it] Possession and Seisin of the Messuage or Tenements, Lands, Hereditaments by this Deed granted, I hold to you, your Heirs and Assigns for ever, according to the Purport, true Intent and Meaning of the said Deed.*

Where the Livery and Seisin is to be given of a House, the Feoffor takes the Ring, the Key, or other Thing belonging to the Door, and delivers the same to the Feoffee, the Feoffor and Feoffee both holding the Deed of Feoffment and the Ring, or other Thing of the Door, and the Feoffor uttering these Words, I A. B. *do hereby deliver you Possession and Seisin of this House, according to the Tenor and Effect of this Deed.*

If the Livery be given by a Person authorised, then say I, [mentioning the Attorney's Name] *by Virtue of the Authority to me in that Behalf given by A. B. and by this Letter of Attorney [He holding the Letter of Attorney in his Hand, along with the Deed of Feoffment; but in Case the Letter of Attorney be inserted in the Deed itself, then say, in and by this Deed.] hereby, &c.*

A Memorandum of Livery and Seisin given by an Attorney appointed, how indorsed.

BE it remembred, That on the — Day of —, in the Year — full, quiet and peaceable Possession and Seisin was had and taken of the Messuage, &c. within mentioned by — one of the Attorneys within named, and by him delivered over unto the within named —, To hold &c. according to the Purport, Intent and Meaning of the within written Indenture [But if the Letter of Attorney be a separate Deed from that of the Feoffment, then say, Indenture or Deed within mentioned] in the Presence of

L. M.

Of Fines and Recoveries.

AFINE is a Conveyance upon Record, for assuring of Lands &c. Fines are distinguished into four sorts. 1. A Fine Sur Cognizance de droit come ceo &c. (that is to say) on Acknowledgment of the Right, as it is, &c. which is esteemed the principal and surest Kind of fine, and gives present Possession to the Cognizee (the Person to whom it is acknowledged) so that the Estate thereby becomes immediately vested in the Cognizee to such Uses as are declared. 2. A Fine Sur Done, Grant and Render (that is to say) on Gift, Grant and Render, usually called a double Fine, whereby the Cognizee grants or renders the Lands, &c. back again. 3. A Fine Sur Concessit (that is to say) on Grant, which is where the Cognizor, the Person that acknowledges the fine, has no Freehold therein, but what passes by the fine; wherefore this being a Fine to be executed, there must be an Entry on the Lands &c. or a Writ of Possession, in Law termed Habere facias Seisnam. 4. A Fine Sur Cognizance de Droit tantum (that is to say) on Acknowledgment of the Right only, which is much of the

the same Nature with that of a Fine *Sur Concessit*, but commonly used to pass a Reversion.

When a Feme Covert (*a married Woman*) levies a Fine with her Husband, she must be examined apart from him, without which the Fine cannot pass.

The Heirs of Cognizors claiming under their Ancestors Title, may be presently barred by a Fine; but it is not so in Respect to Strangers and such as are not Privies in Blood, who have five Years allowed them to make Entry and Claim: Infants after they come of Age, Feme Coverts after the Decease of their Husbands, Prisoners after Enlargement, Strangers out of the Kingdom, after their Return; and Madmen, after being cured, &c. *Co. Lit.* 319. And no future Interest can by a Fine be barred, until five Years after its coming to Being. *Raym.* 151.

A Fine will bar the Heirs in Tail, but not those in Remainder or Reversion, whilst a Common Recovery bars them all. This Common Recovery is defined to be a formal Act by Consent, used for the better settling and assuring of Lands, &c. upon any Man, wherein the Recovery in Value of supposed Recompence for him who loseth his Land, is but a Fiction in Law.

In the suffering or prosecuting of a Common Recovery, there is a Demandant called the Recoveror, *the Person that recovers*, and a Tenant called the Recoveree, *the Person from whom it is recovered*; and one that is called to warrant on a supposed Warranty, who is called the Common Voucher, or the Person that warrants: The Demandant is supposed to come into Court and the Common Vouchee to make Default, and with draw in Contempt of the Court, whereupon Judgment is entered that the Demandant shall recover against the Defendant or Tenant in Tail, and he to recover in Value against the Common Vouchee. These Recoveries are either with single, double or treble Vouchers. The Intent of one with a single Voucher is to bar the Tenant and his Heirs of such Estate Tail, which is then in him, and to destroy the Estate which others have in Reversion or Remainder, dependant upon the same, and of all Leases and Incumbrances derived out of such Reversion.

Reversions &c. Noy 81. A Recovery with double Voucher is to bar the first Vouchee and his Heirs of every such Estate, as at any Time was in him or any of his Ancestors, whose Heir he is of such Estate, and all others of such Right to a Remainder or Reversion, as was thereupon dependant, and of all Leases and Incumbrances derived out of such Reversion or Remainder; and that will be also a perpetual Bar of such Estate. *Noy 28, 82.*

A Recovery with treble Voucher is to make a perpetual Bar of the Estates of the Tenant, and of every such Estate of Inheritance as at any Time had been in the first or second Vouchee, or any of them, whose Heirs he or they are of such Estate; and as well of the Reversion or Remainders thereupon depending, as also of all Leases, Estates, Charges and Incumbrances, derived out of any such present Estate, Reversion or Remainder. *Noy 82.*

As Fines and Recoveries are a Bar to and dock the respective Estates already mentioned, so by Indentures to lead the Uses thereof, new Estates and Entails are limited and created, subject to further Fines and Recoveries.

A Deed to lead the Uses of a Fine.

THIS Indenture made &c. between *A. B.* or &c. and *M.* his Wife, of the one Part, and *C. D.* of &c. of the other Part, *witnesseth*, that for and in Consideration of the Sum of &c. to the said *A. B.* and *M.* his Wife, or the one of them, in Hand well and truly paid by the said *C. D.* at or before the Sealing and Delivery of these Presents, the Receipt whereof the said *A. B.* doth hereby acknowledge, and thereof and therefrom, doth acquit, release, exonerate, and for ever discharge the said *C. D.* his Heirs, Executors, Administrators and Assigns, and every of them by the Presents, the said *A. B.* hath covenanted, granted, promised and agreed, and by these Presents, for himself and the said *M.* his Wife, his, their and either of their Heirs, Executors

Executors and Administrators, and every of them, doth covenant, grant, promise and agree to and with the said *C. D.* his Heirs and Assigns, that he the said *A. B.* and *M.* his Wife, shall and will before the End of — Term next ensuing the Date of these Presents, in due Form of Law, acknowledge and levy before his Majesty's Justices of his Majesty's Court of Common Pleas at *Westminster*, unto the said *C. D.* his Heirs and Assigns, one or more Fine or Fines, *Sur Cognizance droit come ceo*, and so forth, with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of *All* that Messuage &c. [*Here describe the Premises.*] And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, by such Name and Names, Quantity and Number of Messuages, Acres and Things, and in such Manner and Form, as by the said *C. D.* his Heirs or Assigns, or by his or their Counsel learned in the Law, shall be reasonably advised, devised and required. And it is hereby declared and agreed by and between all and every the said Parties to these Presents, that the said Fine or Fines so to be had and levied in Manner as aforesaid, and all and every other Fine and Fines already had, or hereafter to be had, levied, sued or prosecuted, of or concerning the said Premises, above mentioned, or any Part or Parcel thereof, by itself, or jointly with any other Lands, Tenements or Hereditaments, by or between the said Parties to these Presents, or any or either of them, or of any other Person or Persons who shall be Parties or Privies thereto, shall be and enure, and shall be adjudged, deemed and taken to be and enure, and are hereby declared by and between all the Parties to these Presents to be and enure, To the only proper Use and Behoof of the said *C. D.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. *In Witness, &c.*

A Deed to lead the Uses of a Recovery.

THIS Indenture of three Parts, made &c. between *A. B.* of &c. of the first Part, *C. D.* and *E. F.* of the second Part, and *G. H.* and *J. K.* of the third Part, *witneseth*, that the said *A. B.* for the docking, barring and cutting off of all Estates Tail, and Remainders in Tail, of and in the Messuages &c. herein after particularly mentioned, and for the settling and assuring of the same, to and for the Uses, Intents and Purposes herein after limired, expressed and declared; and also in Consideration of the Sum of five Shillings to him the said *A. B.* in Hand paid by the said *C. D.* and *E. F.* for the one of them, at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged; and for divers other good Causes and Considerations him the said *A. B.* thereunto moving, hath granted, bargained, sold, aliened, released and confirmed, and by these Presents *doth* grant &c. unto the said *C. D.* and *E. F.* (in their actual Possession, now being by Virtue of, &c.) [*Here go on as before in the Release*] and to their Heirs and Assigns, *All* that Messuage &c. [*Here describe the Premises*] and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, with the Appurtenances: *To have and to hold* the said Messuage &c. and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *G. D.* and *E. F.* their Heirs and Assigns for ever, *To the Intent* and Purpose that the said *C. D.* and *E. F.* shall and may become perfect Tenants of the Freehold of the said Messuage &c. and Premises, with the Appurtenances, and shall and may stand and be seized thereof until a good and perfect Recovery, with double Vouchers over, may be duly had, suffered and executed, of the said Messuage &c. according to the Course of Common Recoveries, for the Assurance of Lands and Tenements in such Cases used and accustomed; and thereupon it is covenanted, granted,

concluded

concluded and agreed upon, by and between all the said Parties to these Presents, for themselves, their and every of their Heirs, by these Presents, in Manner following, (that is to say) that the said C. D. and E. F. shall and will, before the End of *Michaelmas* Term next coming, permit and suffer the said G. H. and J. K. to sue forth and prosecute against them the said C. D. and E. F. one Writ of Entry, *Sur Disseisin en le Pote* returnable before his Majesty's Justices of the Court of Common Pleas at *Westminster*, thereby demanding against the said C. D. and E. F. the said Messuage &c. Hereditaments and Premises, with the Appurtenances above, in and by these Presents granted, bargained, sold, released and confirmed, as aforesaid, by such Name or Names, Number of Acres, Quantities, Qualities, Terms and Descriptions in the said Writ to be contained, and in such Manner and Form as by Counsel learned in the Law shall be advised; unto, and upon which said Writ of Entry, so to be prosecuted and sued forth, the said C. D. and E. F. shall appear grant and vouch to Warranty the said A. B. which said A. B. shall appear either in Person or by Attorney lawfully authorised, and enter into Warranty; and after his Entry into Warranty shall vouch over the Common Vouchee, [*The Common Vouchee here named, commonly the Bag-Bearer to the Custos Brevium of the Court of Common Pleas*] who shall likewise appear and implead [*That is to say, crave a Day to answer*] and afterwards make Default, and depart in Contempt of the Court so that Judgment may be thereupon given for the said G. H. and J. K. to recover the said Messuage &c. Hereditaments and Premises, against the said C. D. and E. F. to recover in Value against the said A. B. and for the said A. B. to recover in Value against the Common Vouchee; *To the End*, that one good and perfect Common Recovery, with Double Voucher, may thereupon had and suffered, and all and every other Thing be done and perfected, needful, necessary and convenient for the having and suffering the same Recovery according to the usual Course of Common Recovery for the Assurance of Lands or Tenements in such Cases

And the same Recovery is also to be executed by the Writ of *Habere facias Seisnam* accordingly. And is hereby further covenanted, granted, concluded and agreed upon, by and between all the said Parties to these presents, for themselves and every of them, their and every of their Heirs, that the said Recovery, so as C. D. aforesaid, or in any other Manner to be had or suffered by the said Messuage &c. Hereditaments and Premises, with the Appurtenances, shall be and enure, and shall be adjudged, deemed and taken, to be and enure, and it is hereby meant, declared and intended to be and enure, to the only proper Use and Behoof of the said G. H. and J. K. their Heirs and Assigns, and to and for no other Use, Intent or Purpose whatsoever. And the said A. B. and C. D. and each of them, for himself severally and apart, and not jointly, and for his several respective Heirs and Assigns, severally and apart, do not jointly, covenant and grant, to and with the said G. H. and J. K. their Heirs and Assigns, that by the said A. B. and M. his Wife, and the said C. D. and E. his Wife, are, or some or one of them now is [Here insert the Covenant, that the Covenantors are to be paid in Fee, as before directed in the Conveyance by Reference.] And also that they the said G. H. and J. K. their Heirs [Here the Covenants for quiet Enjoyment and further Assurance.] In Witness, &c.

A Marriage Settlement.

THIS Indenture of three Parts made &c. between A. B. of &c. of the first Part, C. D. of &c. E. F. of &c. of the second Part, and M. D. of &c. Daughter of the said C. D. of the third Part, witnesseth, that for and in Consideration of a Marriage intended (by GOD's Permission) to be shortly had and solemnized between the said A. B. and the said M. D. of the Sum of — of lawful Money of Great Britain, to be paid and received by the said A. B. as a Marriage Portion with the said M. D. and for that a competent Jointure may be had, made and provided for the said M. D. (in

(in Case the said Marriage shall take Effect) and for the settling and assuring the Messuages, Lands, Tenements and Hereditaments herein after-mentioned, to and for the several Uses, Intents and Purposes hereafter limited and declared, pursuant to the Agreement made upon the Contract of the said intended Marriage, he the said A. B. hath granted, bargained, sold, aliened, released and confirmed, and by these Presents *doth* grant &c. unto the said C. D. and E. F. (in their actual Possession &c. [*Here go on as in the Conveyance by Release*] their Heirs and Assigns, *All* those Messuages &c. [*Here describe the Premises, and afterwards add the usual general Clauses following them, which see in the Release.*] *To have and to hold* the said Messuages &c. Hereditaments and Premises above granted, released and confirmed, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. and E. F. their Heirs and Assigns, to and for the several Uses, Intents and Purposes herein after-mentioned, limited, expressed and declared (that is to say) to the Use and Behoof of the said A. B. and his Heirs, until the said Marriage be tween him and the said M. D. his intended Wife, shall be had and solemnised; and from and after the Solemnization thereof, to the Use and Behoof of the said A. B. and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, to the Use and Behoof of the said C. D. and E. F. and their Heirs, for and during the natural Life of the said A. B. in Trust to preserve and support the contingent Remainders herein after limited, from being defeated and destroyed; and for that Purpose to make Entries, and bring Actions, as the Case shall require; yet nevertheless in Trust to permit and suffer the said A. B. and his Assigns, to receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit, during his natural Life; and from and after the Decease of him the said A. B. to the Use and Behoof of the said M. D. his intended Wife, and her Assigns, for and during the Term of her natural Life, for her Jointure, and in full Satisfaction of her Dower or Thirds, which she may claim

claim to have in any Lands, Tenements or Hereditaments, whereof or wherein he the said A. B. shall at any Time during his Life, be seised of any Estate of Inheritance ; and from and after the Decease of the said A. B. and M. D. his said intended Wife, and the Survivor of them, to the Use and Behoof of the Heirs Male of the Body of the said M. D. by the said A. B. or intended Husband, lawfully to be begotten ; and for Want of such Issue, to the Use and Behoof of the said C. D. and E. F. their Executors, Administrators and Assigns, for and during the Term of five hundred Years, thence next following, and fully to be compleat and ended, without Impeachment of or for any Manner of waste, upon the Trusts, and to and for the several Uses, intents and Purposes herein after declared, of and concerning the same Term. And from and after the Expiration, or other sooner Determination of the said Term of five hundred Years, to the Use and Behoof of the said A. B. his Heirs and Assigns for ever. *Provided* always, and it is hereby declared, covenanted and agreed, by and between the said Parties to these Presents, that the said Term of five hundred Years, so limited to them the said C. D. and E. F. their Executors, Administrators and Assigns, as aforesaid, is upon this Condition, that if the said A. B. shall happen to die without Issue Male by him begotten on the Body of the said M. D. his said intended Wife, or shall leave Issue Male ; and such Issue Male shall happen to die before he shall attain the Age of Twenty-one Years, without Issue Male ; and that in either of the said Cases, there shall happen to be one or more Daughter or Daughters of their Bodies begotten, that then, and in such Case, if the said A. B. his Heirs or Assigns, do and shall well and truly pay, or cause to be paid to such Daughter or Daughters, respectively, at her and their respective Ages of Twenty-one Years, or Days of Marriage, which shall first happen, the several Portions following (that is to say) if it shall happen there shall be but one such Daughter, then the Sum of ——— only, for the Portion of such Daughter, to be paid her at her said Age of Twenty-one Years, or Day of Marriage, which shall first hap-

pen, with Interest therefore in the mean Time, after the Rate of 5 *l. per Centum per Annum*; and if any such Daughter or Daughters shall happen to die unmarried, before her or their Portion or Portions shall become payable, as aforesaid, then the Portion or Portions of her or them so dying, shall go and be paid to the Survivor or Survivors of them, equally to be divided amongst them, Share and Share alike, (to be paid at the same Time as the original Portions should or ought to become payable, as aforesaid, in Case they had been living) so as no one such Daughter shall have for her Portion, by Survivorship or otherwise, by Virtue of the said Term of five hundred Years, above the Sum of ———; and in Case there shall be no such Daughter, who shall live to be married, or attain the said Age of Twenty-one Years, that then, in either of the said Cases so happening, the same Term shall cease, determine, be null and void, any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant, grant, promise and agree, to and with the said C. D. and E. F. their Heirs and Assigns, and every of them, by these Presents, that the said Mesluages, &c. Hereditaments and Premises, with the Appurtenances above released and confirmed, as aforesaid, shall and may from henceforth for ever hereafter, be, remain and continue to and for, and upon the several Uses, Trusts, Intents and Purposes, and under and subject to the several Limitations and Agreements aforesaid, according to the true Intent and Meaning of these Presents. *And further that he the said A. B. his Heirs, &c. [Here insert a Covenant for further Assurance, as before in the Conveyance by Release.]* Provided also, and it is hereby declared, covenanted and agreed upon, by and between all and every the said Parties to these Presents, that it shall and may be lawful to and for him the said A. B. during his Life, and after his Death, for the said M. D. his said intended Wife, during her Life, in Case the said intended Marriage shall take Effect, by any Writing or Writings under his or her Hand and Seal respectively, attested

attested by two or more credible Witnesses, and not otherwise, to make any Lease or Leases, Demise or Grant of all or any Part or Parts of the said Messuages, &c. to any Person or Persons whatsoever, for the Term of twenty-one Years, or for any other Term or Number of Years, not exceeding twenty Years; so as such Lease or Leases, Demise or Grant for Years be made to Commence and take Effect in Possession, within one Year after the Date thereof; and so as upon all and every such Lease or Leases, Demises or Grants for Years to be made by the said A. B. and M. D. his said intended Wife, respectively, there be reserved payable yearly, during the Continuance thereof, the best and most improved yearly Rents, which at the Time of making thereof, can or may be gotten for the same; and so as in every such Lease there be contained a Clause of Re-entry for Nonpayment of the Rent or Rents thereby to be reserved; and so as the Lessee and Lessees, to whom such Lease or Leases shall be made, do seal and deliver Counterparts of such Lease or Leases; any Thing herein contained to the contrary thereof notwithstanding. *In Witness, &c.*

A Deed of Partition between three Coparceners, Cobeiresses.

THIS Indenture of three Parts made, &c. between A. B. of, &c. one of the Daughters of G. B. late of &c. deceased, of the one Part, C. B. of &c. another of the Daughters of the said G. B. deceased, of the second Part, and D. B. of &c. also another of the Daughters of the said G. B. deceased, of the third Part: Whereas the said G. B. late Father of the said A. B. C. B. and D. B. died seised in his Demesne, as of Fee, of and in all those Messuages &c. without leaving behind him any Male Heir of his Body lawfully begotten, or making any Disposition of the said Premises, or any Part thereof, whereby and by which Means, all and singular the said Messuages, &c. and other the Real Estate of the said A. B. deceased, are descended

descended and come unto the said A. B. C. B. and D. B. his said Daughters. *Now this Indenture witnesseth*, That the said A. B. C. B. and D. B. have made Partirion, and by these Presents do make a full, perfect and absolute Partirion of the said Messuages, &c. to and amongst them the said A. B. C. B. and D. B. in three Parts, in Manner and Form following, (that is to say) that she the said A. B. her Heirs and Assigns, shall have, hold and enjoy, to the only proper Use and Behoof of the said A. B. her Heirs and Assigns for ever, *All* that Messuage, &c. for the full Part, Share, and Portion of her the said A. B. of, in and to all and every the Messuages, &c. Hereditaments and Premisses above-mentioned, so descended unto them the said A. B. C. B. and D. B. as aforesaid. And that the said C. B. her Heirs and Assigns, shall have, hold and enjoy, to the only proper Use and Behoof of the said C. B. her Heirs and Assigns for ever, *All* that Messuage, &c. for the full Part, Share and Proportion of her the said C. B. of, in and to all and every the said Messuages, &c. so descended unto them the said A. B. C. B. and D. B. as aforesaid. And that the said D. B. her Heirs and Assigns, shall have, hold and enjoy, to the only proper Use and Behoof of the said D. B. her Heirs and Assigns for ever, *All* that Messuage, &c. for the full Part, Share and Proportion of her the said D. B. of, in and to all and every the said Messuages, &c. so descended to the said A. B. C. B. and D. B. as aforesaid. And the said C. B. and D. B. *do*, and each of them *doth* by these Presents, grant, assign, release and confirm unto the said A. B. her Heirs and Assigns, the said Messuage, &c. so as aforesaid, agreed to be held, as aforesaid, as her full Share or Proportion of the Premisses above-mentioned and descended, as aforesaid, to the said A. B. C. B. and D. B. and all the Estate, Right, Title, Interest, Claim, Challenge and Demand whatsoever of them the said C. B. and D. B. of, in or to the said Messuages above-mentioned, and hereby released to the said A. B. as aforesaid, *To have and to hold* the said Messuage, &c. with the Appurtenances hereby released and confirmed or mentioned or intended so to be, unto the said A. B.

her Heirs and Assigns, to the only proper Use and Beneficence of her the said A. B. her Heirs and Assigns, in Severalty for ever. And the said A. B. and D. B. do &c. [*Here insert the like Grant from them to C. B.*] And the said A. B. and C. B. do [*The like with the former must be made to D. B.*] And the said C. B. and D. B. do severally and apart, and not jointly, and for their several and respective Heirs, Executors and Administrators covenant, grant and agree, to and with the said A. B. her Heirs and Assigns, that she the said A. B. her Heirs and Assigns shall and may from henceforth for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage, &c. so allotted and released to her the said A. B. for her Part or Share, as aforesaid, free, &c. [*Here go on with the Covenant for quiet Enjoyment, and likewise with that for further Assurance, which two Covenants must be repeated reciprocally, as before is done in the granting Part. See the Form of those Covenants in a Conveyance by Release.*] In Witness, &c.

OF WILLS or TESTAMENTS.

A WILL, according to its common Acceptation, is the Declaration of a Person's Mind or Intent, in Relation to what he would have done after his Death. The Common Law calls that a Will, whereby Lands or Tenements are devised; but when it concerns only Chattels, viz. *Moveables, or what is not inheritable*, it is call'd a Testament; where Lands are given by Will, it is term'd a Devise; and where Goods and Chattels, commonly term'd a Personal Estate, are bequeathed, it is called a Legacy.

Devisees of Lands, &c. must be in Writing, signed by the Devisor, or Person giving, generally called the *Testator*, or some other Person by his express Direction, in the Presence of three credible Witnesses. If a Personal Estate of above the Value of Thirty Pounds be bequeathed by Word of Mouth, which the Law calls a *Nuncupative Will*, it must be likewise done in the Presence of three Witnesses.

*The Form of a Will, with the Devise of a
Real Estate, Leasehold, &c.*

I*N the Name of GOD, Amen.* I A. B. of &c. being weak in Body, but of sound and perfect Mind and Memory [*Or you may say thus, considering the Uncertainty of this mortal Life, and being of sound, &c.*] blessed be Almighty God for the same, do make and publish this my Last Will and Testament, in Manner and Form following (that is to say) *First*, I give and bequeath unto my beloved Wife J. B. the Sum of ———, I do also give and bequeath to my eldest Son G. B. the Sum of ———; I also give and bequeath unto my two younger Sons J. B. and F. B. the Sum of ——— a Piece. I also give and bequeath to my Daughter in Law S. H. single Woman, the Sum of ———, which said several Legacies or Sums of Money I will and order shall be paid to the said respective Legatees, within six Months after my Decease. I further give and devise to my said eldest Son G. B. his Heirs and Assigns, *All* that my Messuage or Tenement, situate, lying and being in &c. together with and all other my Freehold Estate whatsoever, to hold to him the said G. B. his Heirs and Assigns for ever. And I hereby give and bequeath to my said younger Sons J. B. and F. B. all my Leasehold Estate of and in all those Messuages or Tenements, with the Appurtenances, situate &c. equally to be divided between them. And lastly, as to all the rest, Residue and Remainder of my Personal Estate, Goods and Chattels, of what Kind or Nature soever, I give and bequeath the same to my said beloved Wife A. B. whom I hereby appoint sole Executrix of this my Last Will and Testament; hereby revoking all former Wills by me made. *In Witness* whereof I have hereunto set my Hand and Seal the ——— Day of ———, in the ——— Year of the Reign

Reign of ———, and in the Year of our LORD

Signed, sealed, published and declared *A. B.*

by the above-named *A. B.* to be his
Last Will and Testament, in the
Presence of us, who have hereunto
subscribed our Names as Witnesses,
in the Presence of the Testator,

R. S.

W. T.

T. W.

*A Codicil to a Will, that is to say, a Supple-
ment or Addition to it.*

I *A. B.* of *Ec.* do this ——— Day of ———, make
and publish this Codicil to my Last Will and Testa-
ment, in Manner following, (that is to say) I give to
my Niece *M. S.* one Gold Watch, one large Diamond
Ring, and one Silver Coffee Por. And whereas in and
by my Last Will and Testament, I have given and be-
queathed to my Daughter-in-Law, the Sum of ———,
I do hereby order and declare, that my Will is, that
only the Sum of ——— be paid unto her in full of
the said Legacy I have, as aforesaid, given and be-
queathed unto her; and that the remaining Part of the
said Legacy be given and paid to my Nephew *E. H.*
And lastly it is my Desire, that this my present Codicil
be annex'd to and made a Part of my Last Will and
Testament, to all Intents and Purposes. *In Witness*
whereof I have hereunto set my Hand and Seal this
—— Day of ———, *Ec.*

Signed, sealed, published and declared *A. B.*

by the above-named *A. B.* as a Co-
dicil to be annexed to his Last Will
and Testament, in the Presence of

R. S.

W. T.

T. W.

The Form of PRÆCIPE's, and Con- cords of FINES, &c.

A Fine of the Husband's Land.

York, (to wit) **C**ommand *A. B.* Esquire, and *C.* his Wife, that they justly, and without Delay, perform to *E. D.* Gentleman, the Covenant made between them of one Messuage, &c. with the Appurtenances in &c. and unless &c.

And the Agreement is such (that is to say) that the said *A.* and *C.* have acknowledged the said Tenements, with the Appurtenances, to be the Right of the said *E.* as that which the said *E.* hath of the Gift of the said *A.* and *C.* and those they have remised, and quitted from them the said *A.* and *C.* and the Heirs of the said *A.* to the said *E.* and his Heirs for ever. And moreover the said *A.* and *C.* have granted for themselves, and the Heirs of the said *A.* that they will warrant to the said *E.* and his Heirs, the said Tenements, with the Appurtenances, against them the said *A.* and *C.* and the Heirs of the said *A.* for ever. And for this, &c.

A Fine of Wife's Lands.

London, (to wit) **C**ommand *J. B.* Knight, and *M.* his Wife, that they justly, and without Delay, perform to *C. R.* Gentleman, the Covenant made between them, of the Manor of &c. with the Appurtenances, and of twenty Messuages, ten Cottages, two Tosts, twenty Gardens, thirty Orchards, three hundred Acres of Land, fifty Acres of Meadow, two hundred Acres of Pasture, forty Acres of Wood Land, thirty Acres of Furz and Heath, and Common of Pasture for all Manner of Cattle in, &c. And unless, &c.

And

&c.

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And the Agreement is such (that is to say) that the said *J.* and *M.* have acknowledged the said Manor, Tenements and Lands, with the Appurtenances, to be the Right of the said *C.* as those which the said *C.* hath of the Gift of the said *J.* and *M.* and those they have remised and quit-claim'd from them the said *J.* and *M.* and the Heirs of the said *M.* to the said *C.* and his Heirs for ever. And moreover the said *J.* and *M.* have granted for themselves, and the Heirs of the said *M.* that they will warrant to the said *C.* and his Heirs, the said Manor, Tenements and Lands, with the Appurtenances, against them the said *J.* and *M.* and the Heirs of the said *M.* for ever. *And for this, &c.*

A Fine of two Messuages for a Term of Years.

Middlesex, (to wit) **C**ommand *W. H.* Yeoman, that he justly, and without Delay, perform to *J. B.* Gentleman, the Covenant made between them of two Messuages or Tenements, with the Appurtenances in &c. and unless, &c.

And the Agreement is such (that is to say) that the said *W.* hath granted to the said *J.* the said Tenements, with the Appurtenances, *To have and to hold* to the said *J.* from the Feast of &c. last past, until the End of the Term of ——— Years, from thence next ensuing and fully to be compleat and ended: Yielding therefore yearly a Pepper-Corn, at the Feast of &c. if demanded. And the said *W.* warrants to the said *J.* the said two Tenements, with the Appurtenances, as aforesaid, against the said *W.* and his Heirs, during the whole Term aforesaid. *And for this, &c.*

A Fine for Term of Life.

Surrey, (to wit) **C**ommand J. B. Gentleman, and D. his Wife, that, &c. [*Here go on with the Præcipe as before.*]

And the Agreement is such (that is to say) that the said J. and D. have granted to the said W. the Tenements and Lands aforesaid, with the Appurtenances, and all and whatsoever they the said J. D. have in the same, for the Term of the Life of the said D. *To have and to hold* to the said W. during the whole Life of her the said D. And the said J. and D. warrant to the said W. the Tenements and Lands aforesaid, with the Appurtenances, as aforesaid, against them the said J. and D. during the Life of the said D. *And for this, &c.*

A Fine on Gift, Grant and Render.

Surrey, (to wit) **C**ommand A. B. Esquire and M. his Wife, that, &c. [*Go on as before with the Præcipe.*]

And the Agreement is such, That the said A. hath acknowledged the said Tenement, with the Appurtenances, to be the Right of him the said C. as that which the said C. hath of the said A. and that he hath remised and quit-claim'd from him the said A. and his Heirs, to the said C. and his Heirs for ever. And moreover the said A. hath granted for himself and his Heirs, that they will warrant to the said C. and his Heirs, the Tenement aforesaid, with the Appurtenances, against him the said A. and his Heirs for ever. And for this Acknowledgment, Remise, Quit-claim, Warranty, Fine and Agreement, the said C. hath granted to the said A. the Tenement aforesaid, with the Appurtenances; and that he hath rendred to him &c. *To have and to hold* to the said A. and the Heirs which he the said A. shall beget on the Body of

of the said *M.* his Wife, to be held of the chief Lord of the Fee thereof, by Services to the said Tenement belonging. And if it shall happen that the said *A.* shall die without Heirs by him begotten on the Body of the said *M.* then after the Death or Decease of the said *A.* the said Tenement, with the Appurtenances, shall wholly remain to the said *M.* and after the Decease of her the said *M.* the said Tenement, with the Appurtenances, shall remain to the right Heirs of the said *C.* for ever. *And for this, &c.*

Note; When the Parties are assembled to acknowledge a Fine in the Country, the Commissioners read to them the Substance of the Fine, and ask them if they are content to pass it; to which answering *Yes*, they set their Hands at the Bottom of the Concord: And the Parties having thus made Acknowledgment, the Commissioners, with the Caption (*a Note of the Acknowledgement on the left Hand Side of the Concord, sign thus, viz.*

Taken and Acknowledged the _____
Day of _____, in the _____
Year of the Reign of _____, at
_____, before us

G. G.
J. A.

Then the Commissioners endorse the Execution of their Commission on the Back thereof, thus,

The Execution of this Commission appears in a certain Schedule (*meaning the Fine acknowledged*) to the said Commission annex'd.

G. G.
J. A.

The Form of an Exemplification of a Recovery.

GEORGE the Second, by the Grace of GOD, of Great Britain, France and Ireland King, Defender of the Faith, &c. To all to whom these our present Letters shall come greeting: Know ye, that amongst the Pleas of Lands inrolled at *Westminster*, before Sir *John Wills*, Knt. and his Companions, our Justices of the Bench, of *Michaelmas* Term last, in the ——— Year of our Reign, in the twentieth Roll, it is contained thus: *Middlesex*, (to wit) *A. B.* in his proper Person, demands against *C. D.* one Messuage &c. [*Here set forth the whole Recovery from the Pleadings on the Roll*] as by the said Writ he was commanded &c. all and singular which said Things we, at the Request of the said *A. B.* have thought fit to be exemplified by the Tenor of these Presents. In Testimony whereof we have caused our Seal, appointed for sealing of Writs in the said Bench, to be fix'd to these Presents. *Witness* *J. W.* Knt. at *Westminster*, on the ——— Day of ———, in the ——— Year of our Reign.

Thus much, with what has been before observed on that Subject, may serve to give our young Clerks a proper Light into the Nature and Forms of Fines and Recoveries; and therefore we think it needless, as is too frequently done in Performances of this Kind, to swell this Volume with what is not pertinent to the Business of a young Clerk at his first setting out, but rather the Province of one ripe in Business, (we mean the Practical Part, or different Steps taken in passing Fines and Recoveries) besides, there are already publish'd Volumes by eminent Authors, upon no other Subject than that of Fines and Recoveries, to which we refer those who would be fully instructed in the Knowledge of that Branch of the Law.

Forms of WRITS most in Use in the Common Law Courts:

A Bill of Middlesex.

Middlesex, (to wit) **I**T is commanded to the Sheriff, that he take A. B. if he be to be found in his Bailiwick, and keep him safely, so that he may have his Body before the Lord the King, at *Westminster*, on *Thursday* next after three Weeks of *St. Michael*, [Or mention any other Day of Returns] to answer C. D. of a Plea of Trespass, [If the Action requires Bail, then add as follows.] and also of a Bill of him the said A. B. for — [Here mention the Debt sworn to] of Debt, according to the Custom of the Court of him the Lord the King, to be exhibited before him the King: And that he have there then this Precept.

By Bill, *Ventris*.

Note; This Writ issues out of the King's Bench, and must be indorsed thus, *viz.*

For Ten Pound on Oath.

T. W. (the Attorney's
Name) Day of---1738.

A L A T I T A T.

GEORGE the Second, by the Grace of GOD, of Great Britain, France and Ireland, King, Defender of the Faith, and so forth, To the Sheriff of Northumberland, greeting: Whereas we lately commanded our Sheriff of Middlesex, that he should take C. D. and E. F. if they should be found in his Bailiwick, and safely keep them, so that he might have their Bodies before us at *Westminster*, at a certain Day now past, to answer to A. B. of a Plea of Trespass; and

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and also to a Bill of him the said A. against the afore-
said C. for ——— Pounds of Debt, according to the
Custom of our Court, before us to be exhibited. And
our said Sheriff of *Middlesex*, at that Day returned to
us, that the said C. and E. were not to be found in his
Bailiwick; whereupon on the Behalf of the said A. it
is testified in our Court before us, that the said C. and
E. do lurk and wander up and down in your County;
therefore we command you, that you take them, if
they shall be found in your Bailiwick, and them safely
keep, so that you have their Bodies before us at *West-*
minster, on Monday next after ———, [*Here mention*
the Return] to answer to the said A. of the Plea and
Bill aforesaid; and have you there then this Writ.
Witness *William Lea*, at *Westminster*, the ——— Day
of ———, in the twelfth Year of our Reign.

Ventris.

Notr; This Writ issues out of the King's Bench, and
must, as well as all other Writs holding to Bail, be in-
dorsed as above directed.

A Capias out of the Common Pleas.

GEORGE the Second, &c. [*as in the Latitat*]
we command you, that you take C. D. late of
&c. in your County, Yeoman, if he is to be found in
your Bailiwick, and him safely keep, so that you have
his Body before our Justices at *Westminster*, on —
[*Here mention the Return*] to answer to A. B. Gentle-
man, of a Plea, that he render to him twenty Pounds
which he oweth unto, and unjustly detains from him;
and have you there this Writ. Witness *John Wille,*
Knight, at *Westminster*, the ——— Day of ———, in the
twelfth Year of our Reign.

A TABLE

A TABLE of the Returns of Writs in the King's Bench and Common Pleas respectively.

Michaelmas Term contains five Weeks and two Days, and has six Returns.

In the King's Bench.

1. On — (naming the Day of the Week) next after three Weeks of St. Michael.
2. On — next after one Month of St. Michael.
3. On — next after the Morrow of All Souls.
4. On — next after the Morrow of St. Martin.
5. On — next after the Octaves (eighth Day) of St. Martin.
6. On — next after fifteen Days of St. Martin.

In the Common Pleas

1. From the Day of St. Michael in three Weeks.
2. From the Day of St. Michael in one Month.
3. In the Morrow of All Souls.
4. On the Morrow of St. Martin.
5. In the Octaves (eighth Day) of St. Martin.
6. From the Day of St. Martin in fifteen Days.

Hillary Term contains three Weeks, and has four Returns.

In the King's Bench.

1. On — Day next after eight Days of Hillary.
2. On — next after the Fifteenth of Hillary.
3. On — next after the Purification of the Blessed Virgin Mary.
4. On

4. On — next after the eighth of the Purification of the Blessed *Mary*.

In the Common Pleas.

1. In eight Days of *Hillary*.
2. From the Day of *Hillary* in fifteen Days.
3. In the Morrow of the Purification of the Blessed *Mary*.
4. In eight Days of the Purification of the Blessed *Mary*.

EASTER TERM contains three Weeks and six Days, and has five Returns.

In the King's Bench.

1. On — next after the Fifteenth of *Easter*.
2. On — next after three Weeks of *Easter*.
3. On — next after one Month of *Easter*.
4. On — next after five Weeks of *Easter*.
5. On — next after the Morrow of the Lord's Ascension.

In the Common Pleas.

1. From the Day of *Easter* in fifteen Days.
2. From the Day of *Easter* in three Weeks.
3. From the Day of *Easter* in one Month.
4. From the Day of *Easter* in five Weeks.
5. In the Morrow of the Lord's Ascension.

TRINITY TERM wants one Day of three Weeks, and has four Returns.

In the King's Bench.

1. On — next after the Morrow of *Holy Trinity*.
2. On — next after eight Days of the *Holy Trinity*.
3. On — next after fifteen Days of *Holy Trinity*.
4. On — next after three Weeks of *Holy Trinity*.

In the Common Pleas.

1. In the Morrow of *Holy Trinity*.
2. In eight Days of *Holy Trinity*.
3. From the Day of *Holy Trinity* in fifteen Days.
4. From the Day of *Holy Trinity* in three Weeks.

Note; As in the King's Bench all Returns are to be made upon some particular Day of the Week in each Term, Care must be taken not to make the Writs returnable on a *Non-judicial Day*, such as *Sunday*, *All Saints* and *All Souls* in *Michaelmas Term*, the *Purification* in *Hillary*, the *Ascension* in *Easter*, and *Midsummer Day*, unless it falls on the first Day of *Trinity Term*.

The Forms of AFFIDAVITS requisite to found Arrests upon.

An Affidavit of Debt on a Promissory Note.

Between

In the King's Bench { *A. B.* — Plaintiff
and
C. D. — Defendant.

A. B. of, &c. Plaintiff in this Cause, maketh Oath that *C. D.* of, &c. the Defendant in the said Cause, is justly indebted unto him this Deponent, in the Sum of — upon a Promissory Note for Value receiv'd.

A. B.

Sworn by the above named *A. B.*
this — Day of —, in
the Year of our LORD —,
before me *E. D.*

If the Affidavit be taken before a Commissioner in the Country, authorized by the Court, you must say, *before me one of the Commissioners Extraordinary of the said Court.*

An Affidavit of a Debt on a Bond.

Between

In the Court of Common Pleas. { *A. B.* — Plaintiff
and
C. D. — Defendant.

A. B. of, &c. Plaintiff in this Cause, maketh Oath, that *C. D.* of &c. Defendant in the said Cause, stands justly indebted unto him this Deponent, in the Sum of —, Principal Money, besides Interest due on Bond.

Sworn, &c.

A. B.

An Affidavit for Goods sold and delivered.

In the, &c. ——— Between
 { A. B. ——— Plaintiff
 and
 { C. D. ——— Defendant.

A. B. of, &c. Plaintiff in this Cause, maketh Oath,
 that C. D. of, &c. Defendant in the said Cause, is just-
 ly indebted unto him this Deponent, in the Sum of ———,
 for Goods sold and delivered. A. B.

Sworn, &c.

Note; These Affidavits must be written on a Sheet of
 two Sixpenny Stamps.

*Of MEMORIALS of DEEDS,
 and their Forms.*

BY the Statute 7 Anne, [For the publick Registering
 of all Deeds and Conveyances, Judgments, Sta-
 tutes and Recognizances, for the County of Middlesex]
 it is enacted, That a Memorial of all Deeds and Con-
 veyances, Wills and Devises, which shall be made and
 executed, of or concerning, or wherely any Honours,
 Manors, Lands, Tenements or Hereditaments, in the
 said County, may be any Way affected in Law or Equi-
 ty, must be registred at the proper Office for that Pur-
 pose erected; otherwise such Deeds, Conveyances, &c.
 whereof a Memorial is not registred, as aforesaid, shall
 be adjudged *fraudulent and void*, against any subsequent
 Purchasor or Mortgagee, for a valuable Consideration.
 It is likewise by the said Act ordained, that no Judge-
 ment, Statute or Recognizance (other than such as are
 entered into, in the Name, and upon the proper Account
 of the Crown) which shall be obtained or entred into,
 shall affect or bind any Honours, Manors, Lands, Te-
 nements

nements or *Hereditaments*, situate, lying and being in the said County, before a Memorial of such Judgment, &c. be registred at the proper Office. See the *Statute at Large*.

Where there are more Deeds or Writings than one to perfect a Conveyance or Security that may affect the same *Honours, Manors, Lands* or *Tenements*, it is sufficient, if the *Parcels* and *Parishes* where they lie, be mentioned only in one of the Memorials of such Deeds, &c. so as in the rest of the Memorials of such Writings, instead of re-mentioning the *Parcels*, there be a Reference to the Memorial of the Deed that contains the *Parcels*.

Indeed the Act only requires, that the Dates of the Deeds, the Person's Name, and Additions, with their Places of Abode, be contained in the Memorial; but generally a short Recital is made in the Memorial, of the whole Purport of the Deed: Wherefore it is thought requisite to subjoin a few Specimens or Forms of Memorials of the Deeds or Writings subject to be registred.

Note; These Memorials are to be brought into the Register's Office, engrossed upon Vellum or Parchment, with a double Sixpenny Stamp, signed and sealed in Common Form, by one of the Grantors or Grantees, his or their Heirs, Executors, Administrators, Guardians or Trustees, attested by two Witnesses; one of which must be a Witness to the Deed, who is to make Oath of the due Execution of both before the Register; and at the same Time the Deed, &c. must also be produced.

The Form of a Memorial of a Bargain and Sale, or Lease for a Year.

A MEMORIAL to be registred, pursuant to an Act of Parliament made in the Seventh Year of the Reign of her late Majesty Queen Anne, intituled, *An Act for the publick Registering of Deeds, Conveyances, Wills and other Incumbrances, which shall be made, or*
may

may affect any Honours, Manors, Lands, Tenements or Hereditaments within the County of Middlesex, after the Nine and Twentieth Day of September, One thousand seven hundred and nine.

An Indenture bearing Date the twenty-fifth Day of January, in the ——— Year of the Reign of ———, by the Grace of GOD, of Great Britain, France and Ireland, King, Defender of the Faith, and so forth, and in the Year of our LORD ———, made between A. B. of Etc. of the one Part, and C. D. of Etc. of the other Part, purporting to be a Lease or Bargain and Sale for a Year, to vest the Possession of and concerning all that Messuage or Tenement, with the Appurtenances, situate and being in the Parish of ———, in the said County of *Middlesex*, late in the Tenure or Occupation of E. F. together with all Buildings, Yards, Gardens, Backsides, Ways, Easements, Profits, Commodities and Appurtenances whatsoever to the said Premisses, belonging, or in any wise appertaining, or accepted, reputed, taken or known as Part, Parcel or Member thereof: And the Reversion and Reversions, Rents, Issues and Profits of all and singular the said Premisses. Which said Indenture of Lease is witnessed by G. H. of ——— Street, in the Parish of ———, in the said County of *Middlesex*, Esquire, and J. K. of the *Middle Temple*, London, Gentleman; and is hereby required to be registered, pursuant to the said Act, by me the said A. B. the Grantor. *Witness* my Hand and Seal, the Twenty-seventh Day of *January*, One thousand seven hundred and thirty-eight.

A. B.

Signed and Sealed (being first stamped with a double Sixpenny Stamp) in the Presence of

A Memorial

A Memorial of the Release.

A MEMORIAL to be registred pursuant to an Act of Parliament, &c. [*Here go on as before in the Preamble of the Memorial of a Lease for a Year.*]

An Indenture bearing Date the Twenty-sixth Day of *January*, in the — Year of the Reign of —, and in the Year of our LORD —, made between A. B. of &c. of the one Part, and C. D. of &c. of the other Part, purporting to be a Release of all and singular the same Premisses mentioned in a Lease for a Year, bearing Date the Day next before the Day of the Date of the said Release, and made between the said A. B. of the one Part, and the said C. D. of the other Part; a Memorial whereof is registred at the same Time herewith: Which said Indenture of Release is witnessed by G. H. of &c. and J. K. of &c. and is hereby required to be registred, pursuant to the said Act, by me the said A. B. the Grantor. *Witness* my Hand and Seal the Twenty-seventh Day of *January*, One thousand seven hundred and thirty eight.

Signed and Sealed, &c.

[*As before.*]

A Memorial of a Bargain and Sale, to be inrolled.

A MEMORIAL to be registred pursuant, &c. [*As before.*]

An Indenture bearing Date, &c. [*Here set forth the Date of the Deed.*] made between A. B. of &c. of the one Part, and C. D. of &c. of the other Part, purporting to be a Deed of Bargain and Sale, to be inrolled, of and concerning the same Premisses mentioned in a Lease for a Year, bearing Date the Day next before the Day of the Date of the said Indenture of Bargain and Sale, [*Or according as the Date is.*] and made between the said A. B. of the one Part, and the said C. D. of

the other Part; a Memorial whereof is registred at the same Time herewith; which said Indenture of Bargain and Sale is witnessed by E. F. of &c. and G. H. of &c. and is hereby required to be registred, pursuant to the said Act of Parliament, by me the said A. B. the Grantor in the said Deed of Bargain and Sale named. Witness, &c.

Signed and Sealed [*As before.*]

A Memorial of a Release, by Way of Mortgage.

A MEMORIAL to be registred pursuant, &c.
[*As before.*]

An Indenture dated, &c. made between A. B. of, &c. of the one Part, and C. D. of &c. of the other Part, purporting to be a Release of all and singular the same Premises mentioned in a Lease for a Year, bearing Date the Day next before the Day of the Date of the said Release, and made between the said A. B. of the one Part, and the said C. D. of the other Part; a Memorial whereof is registred at the same Time herewith: Which said Indenture of Release is subject to a Proviso or Condition, that the same shall be void on Payment of the Sum of ———, of lawful Money of Great Britain, with legal Interest for the same, on or before the ——— Day of ———. [*Here mention the Day limited for Payment.*] And the said Indenture of Release is witnessed by E. F. of &c. and G. H. of &c. and is hereby required to be registred, pursuant to the said Act of Parliament, by me the said A. B. the Grantor in the said Indenture of Release named. Witness, &c.

Signed, &c.

A Memorial

A Memorial of a Lease for a Term of Years.

A MEMORIAL to be registred pursuant, &c. [*As before.*]

An Indenture bearing Date the ——— Day of &c. made between A. B. of &c. of the one Part, and C. D. of &c. of the other Part, purporting to be a Demise or Lease of a Messuage, &c. [*Here describe the Premises.*] *To hold* the same for the Term of ——— Years, to commence from *Lady Day* last; [*Or otherwise, as the Lease is made to commence;*] at the yearly Rent of ———, of lawful Money of *Great Britain*: Which said Indenture of Lease is witnessed by, &c. [*Here mention the Witnesses Names, their Places of Abode, and Additions.*] and is hereby required to be registred, pursuant to the said Act of Parliament, by me the said A. B. the Lessee in the said Indenture of Demise. Witness, &c.

Signed, &c.

A Memorial of a mortgaged Term.

A MEMORIAL to be registred, &c. [*As before.*]

An Indenture of Demise by Way of Mortgage, bearing Date, &c. made between A. B. of &c. of the one Part, and C. D. of &c. of the other Part; whereby the said A. B. for the Considerations therein mentioned, hath demised unto the said C. D. *All that* Messuage &c. [*Here describe the Premises.*] *To hold* unto the said C. D. for the Term of five hundred Years, [*Or otherwise as the Term granted is*] subject nevertheless to a Proviso or Condition, that the same shall be void on Payment of the Sum of ———, with lawful Interest for the same, on or before the ——— Day of &c. which said Indenture of Lease or Mortgage is witnessed by &c. [*Here mention the Witnesses Names, &c. as before directed*] and is hereby required to be registred, pursuant to the said Act of Parliament, by me the said A. B. the Grantor in the said Indenture of Mortgage. Witness, &c.

Signed, &c.

A Mo

A Memorial of an Assignment of a Lease.

A MEMORIAL to be registred, &c.
An Indenture bearing Date &c. made between A. B. of, &c. of the one Part, and C. D. of &c. of the other Part; purporting to be an Assignment of the Rest, Residue and Remainder of a Term of thirty Years, granted to the said A. B. in and by an Indenture of Demise or Lease, dated, &c. and made between E. F. of, &c. of the one Part, and the said A. B. of the other Part, of, in and to all that Messuage &c. [*Here describe the Premises*] which said Indenture of Assignment is witnessed by &c. [*As before*] and is hereby required to be registred, pursuant to the said Act of Parliament, by me the said C. D. the Grantee in the said Deeds of Assignment. Witness, &c.

C. D.

Signed, &c.

A Memorial of an Indorsement made on the Back of a Lease, by Way of Assignment.

A MEMORIAL to be registred, &c.
An Indorsement bearing Date, &c. made by C. D. of &c. to E. F. of &c. on the Back of an Indenture of Lease, dated &c. and made between A. B. of &c. of the one Part, and C. D. of &c. of the other Part, of and concerning all that Messuage &c. by which said Indorsement the said C. D. hath assigned over the said Indenture of Lease, and all his Interest therein to the said E. F. And the said Indorsement is witnessed by &c. [*As before directed*] and is hereby required to be registred, pursuant to the said Act of Parliament, by me the said C. D. the Assignor in the said Indorsement.

Witness, &c.

Signed, &c.

C. D.

A Memorial of a Will.

A MEMORIAL to be registred, &c.
A Will bearing Date, &c. made by A. B. late of &c. Esquire, deceased, of and concerning all the Lands, Messuages, Tenements and Hereditaments, which the said A. B. died possessed of in the said County of Middlesex; which said Will is witnessed by, &c. [Here name the Witnesses, with their Places of Abode and Additions, as already directed.] and is hereby required to be registred, pursuant to the said Act of Parliament, by me E. F. one of the Devises in the said Will mentioned. Witness, &c.

Signed, &c.

E. F.

A Memorial of a Judgment in the King's Bench.

A MEMORIAL to be registred, &c.
Between A. B. Gentleman, Plaintiff, against C. D. late of the Parish of — in the County of —, Esquire, Defendant, of a Plea of Debt of 100 L. for Costs (65 s.) I do hereby certify, that Judgment was signed in this Cause the — Day of —, One thousand seven hundred and thirty-eight.

G. H. *[the Secondary of the Court.]*

E. F. Clerk to Mr. T. of — Inn, in the County of *Middlesex*, Gentleman, maketh Oath, that he did see — Esquire, the Secondary of the Court of King's Bench, sign the Certificate of the Judgment in the Memorial above mentioned.

E. F.

Sworn the — Day of —, One thousand seven hundred and thirty-eight, before me

A Memorial

A Memorial of a Judgment in the Common Pleas.

A MEMORIAL to be registred, &c.
Between, &c. [*Here go on as above directed in the King's Bench; the Method of drawing up Memorials of Judgments in that Court, being the same with that of the other, only with this Difference, that the Certificate of the Judgment in the Common Pleas, must be signed by one of the Prothonotaries there, and the Affidavit made accordingly.*]

Of MEMORIALS of Judgments in the EXCHEQUER.

WHERE the Judgment is in the *Exchequer*, the Clerk of the Pleas of that Court, must sign the Certificate; and the Affidavit must express that he did so.

Some additional and necessary Observations in Relation to Memorials.

1. **O**NE Piece of Parchment, with a double Sixpenny Stamp, contains the Memorial, Certificate and Affidavit of a Judgment, Statute or Recognizance.

2. The Memorial of all Deeds &c. are to be left in the Office; and after registred according to the Directions of the Act, the *Register* is to certify the same on the Back of the Deed whereof the Memorial makes mention: Which Certificate is to be allowed as Evidence in all Courts of Record.

3. In Case of a Mortgage, where a Memorial thereof is registred, if at any Time afterwards a Certificate be brought to the Office, signed by the Mortgagee, or his

his Representatives, and attested by two Witnesses, who will make Oath that all the Money due on such Mortgage is paid in Discharge of the same; and that they saw the Certificate signed: Then the *Register*, after having entred the same in the Margin of the Register Book, against the Registry of the Memorial of the Mortgagee, will file the Certificate: The Form of which follows.

*The Form of a Certificate from a Mortgagee
on Receipt of Mortgage Money.*

To the *Register* for the County of *Middlesex*.

I C. D. of *Esq.* Gentleman, do hereby certify that A. B. of *Esq.* Esquire, hath paid and satisfied all such Sum and Sums of Money as was due and owing upon a Mortgage made by the said A. B. to me, bearing Date the — Day of —, and registred at — o'Clock in the Afternoon of the — Day of — following, in full Discharge of the same: And I do hereby require an Entry of such Payment and Satisfaction to be made, pursuant to the Act of Parliament in that Case made and provided. *Witness* my Hand this — Day of *Esq.*

C. D.

Attested by

G. H. of *Esq.* Gentleman,

J. K. of *Esq.* Esquire.

Note; This last Certificate is generally wrote upon Parchment, without any Stamp.

A Declaration

*A Declaration in Assumpsit, for Goods sold
and delivered.*

Norfolk, (to wit) **A.** B. late of ———, in the County aforesaid, Yeoman, was attached to answer C. D. Widow, of a Plea of Trespass upon the Case, *and so forth*; wherefore the same C. by *John Barber*, her Attorney, complains, that whereas the aforesaid A. the First Day of *January*, in the Year of our LORD One thousand seven hundred and thirty-four, at *Catton*, in the County aforesaid, was indebted to the same C. in Nine Pounds of lawful Money of *Great Britain*, for divers Goods, Wares and Merchandize by the aforesaid A. of the same C. bought, had and received, and being so indebted, the aforesaid A. to wit, the same Day and Year above said, at *Catton* aforesaid, in Consideration thereof assumed upon himself, and then and there faithfully promised the same C. that he the said A. the aforesaid Sum of Nine Pounds, for the Goods, Wares and Merchandize aforesaid, when thereto afterwards he should be requested, would well and truly pay and content. And whereas also the aforesaid A. the Second Day of *January*, in the Year above said, at *Catton* aforesaid, was indebted to the same C. in other Nine Pounds of lawful Money of *Great Britain*, for divers other Goods, Wares and Merchandize by the same C. to the aforesaid A. before that Time sold and delivered, and being so indebted, the aforesaid A. the same Day and Year last above said, at *Catton* aforesaid, in Consideration thereof assumed upon himself, and then and there faithfully promised that he the said A. so much Money as the same Goods, Wares and Merchandizes should be reasonably worth to the same C. when thereto requested, would well and truly pay and content. And the same A. in Fact saith, that the aforesaid Goods, Wares and Merchandize, at the Time of the Selling and Delivery thereof to the said A. were reasonably worth other Nine Pounds; nevertheless the aforesaid A. not at all regarding his several Promises and Assumptions

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aforesaid,

aforesaid, but contriving, and fraudulently intending the same C. in this Behalf, craftily and subtilly to deceive and defraud the aforesaid several Sums of Money, or any Part thereof, to the same C. hath not paid, or any wife for the same contented, (although the aforesaid A. afterwards, to wit, the Third Day of *January*, in the Year aforesaid, at *Catton* aforesaid, was requested so to do) but hath hitherto altogether refused, and still doth refuse to pay, or any ways content her for the same, whereupon the same C. saith that she is worse, and hath Damage to the Value of 20*l.* and therefore she brings this Suit, *and so forth.*

A Declaration in Assumpsit, for Work done.

Norfolk, (to wit) **C.** D. late of *Cley*, next the Sea, in the said County, Apothecary, was attached to answer E. F. of a Plea of Trespass upon the Case, &c. And whereupon the said E. by *Robert Haslewood*, his Attorney, complains, that whereas the said C. on the Fifth Day of *November*, in the Year of our LORD, One thousand seven hundred and thirty-four, at *Catton*, in the said County, was indebted to the said E. in one hundred Shillings of lawful Money of *Great Britain*, for divers Goods, Wares and Merchandizes of him the said E. by the said E. to the said C. at his special Instance and Request, before that Time there sold and delivered, and being so indebted, the said C. in Consideration thereof afterwards, to wit, the Day and Year abovementioned, at *Catton* aforesaid, undertook, and then and there faithfully promised to pay to the said E. the said Sum of one hundred Shillings, when afterwards he the said C. should be required thereto. *And whereas* the said C. afterwards (that is to say) the same Day and Year at *Catton* aforesaid, in Consideration that the said E. at the like special Instance and Request of him the said C. had before that Time sold and delivered to him the said C. divers other Goods, Wares and Merchandizes of him the said E. he the said C. undertook, and to the said E. then and there faithfully promised that

that he the said C. would well and truly pay the said E. so much Money as the Goods, Wares and Merchandizes last mentioned, at the Time of the Sale and Delivery thereof, were reasonably worth, when afterwards he the said C. should be thereto required. And the said E. avers that the said Goods, Wares and Merchandizes last mentioned, at the Time of the Sale and Delivery thereof by him the said E. to the said C. as aforesaid, were reasonably worth other one hundred Shillings of like lawful Money, of which the said C. afterwards, to wit, the same Day and Year, at *Catton* aforesaid, had Notice. *And whereas* the said C. afterwards, to wit, the same Day and Year, was indebted to the said E. in another one 100*s.* of like lawful Money, for the Work and Labour of him the said E. by him the said E. with his Servants and with his Horses, Mares and Geldings, and with Carts and Carriages in, &c. about the Business of him the said C. at the special Instance and Request of him the said C. before that Time done and performed; and being so thereupon indebted, the said C. in Consideration thereof afterwards, to wit, the same Day and Year aforesaid, at *Catton* aforesaid, undertook, and to the said E. then and there faithfully promised, that he the said C. the said 100 Shillings last mentioned to the said E. when afterwards he should be thereto required, would well and faithfully pay and content. *And whereas* the said C. afterwards, to wit, the Day and Year last aforesaid, at *Catton* aforesaid, came to an Account and Reckoning with the said E. of and concerning divers Sums of Money from the said C. to the said E. before that Time due and unpaid. On the Ballance whereof the said C. was then and there found to be in Arrear and indebted to the said E. in other one hundred Shillings, of like lawful Money; and being so found in Arrear, the said C. in Consideration thereof afterwards, to wit, the same Day and Year, at *Catton* aforesaid, undertook, and then and there faithfully promised the said E. to pay to him the said one hundred Shillings last mentioned, when afterwards he the said E. should request it of him. Nevertheless the said C. regardless of these his several Promises and Undertakings made in Form aforesaid, but contriving and fraudulently intending the said E. in this

Behalf, craftily and subtilly to deceive and cheat the said several Sums, or any Part of them, to the said E. hath not yet paid (although the said E. afterwards, to wit, the Sixth Day of *November*, in the Year of our LORD One thousand seven hundred and thirty-four aforesaid, and oftentimes, as well before as since, at *Catton* aforesaid, has requested him the said C. thereto) but he the said C. hath ever refused, and still doth refuse to pay the same, or any Part of them to the said E. to the Damage of the said E. of ten Pounds, and thereupon he brings Suit, and so forth.

A Declaration upon a Promissory Note.

Middlesex, (to wit) **E.** W. late of *Morpeth*, in the County of *Northumberland*, Gentleman, was attached to answer R. C. Gentleman, in a Plea of Trespass upon the Case, and whereupon the said R. by *Christopher Denton* his Attorney, complains, that whereas the said E. after the First Day of *May*, in the Year of our LORD One thousand seven hundred and five, to wit, on the Twenty-seventh Day of *September*, in the Year of our LORD One thousand seven hundred and thirty-three, at *Westminster*, in the said County of *Middlesex*, made a certain Note in Writing, called a Promissory Note, with the proper Hand and Name of him the said E. to the same Note subscribed, bearing Date the same Day and Year last above-mentioned. And the said E. by the same Note acknowledged to be owing and indebted to the said R. by the Name of Mr. R. C. in the Sum of sixty Pounds, which the said E. promised to pay to the said R. upon Demand; by Reason of which Promise, and also by Force of the Statute in such Case lately made and provided, the said E. became liable, and was, and now is liable to pay to the said R. the said Sum of sixty Pounds, contained in the said Note, according to the Tenor and Effect of the same Note; and being so liable, the said E. in Consideration thereof, afterwards, to wit, the same Day and Year last above-mentioned at *Westminster* aforesaid, assumed

sumed upon himself and to the said R. then and there faithfully promised that he the said E. the aforesaid Sum of sixty Pounds contained in the aforesaid Note to the said R. according to the Tenor and Effect of the same would well and faithfully pay and content; yet the said E. his Promise and Assumption made in Form aforesaid, in no wise regarding, but contriving and fraudulently intending the said R. of the aforesaid sixty Pounds, in this Part craftily and subtilly to deceive and defraud, the aforesaid Sum of sixty Pounds, or any Part thereof, to the said R. hath not paid, nor him for the same hitherto, in any Manner contented, (altho' to do the same the aforesaid E. afterwards, to wit, the same Day and Year last abovementioned, at *Westminster* aforesaid, by the said R. was required) but that to pay him, or for the same in any Manner to content, he hath hitherto altogether refused, and yet doth refuse, to the Damage of the said R. of seventy Pounds; and thereupon he brings Suit, &c.

A Declaration upon a Bond.

Northumberland (to wit) **J** S. late of *Hayrapp* in the said County, Gentleman, otherwise called J. S. of, &c. [*Here describe the Defendant's Name, his Place of Abode, and Addition, exactly as it is wrote in the Bond.*] was summoned to answer T. B. of a Plea, that he render to him one hundred and ten Pounds which he owes him, and unjustly detains. And whereupon the same T. by *Edward Ward* his Attorney, says, that whereas the aforesaid J. on the Third Day of *February*, in the Second Year of the Reign of our Sovereign Lord, the now King, at *Morpeth* in the said County, by his certain Writing Obligatory, had granted himself to be bound to the above-named T. in the aforesaid Sum of one hundred and ten Pounds, to be paid to the said T. when he should be thereunto required; yet the aforesaid J. although oftentimes thereunto required, hath not rendred the aforesaid one hundred and ten Pounds to the same T. but hath hitherto entirely de-

nied, and yet doth deny to render that to him, whereupon he says he is worsted, and hath Damage to the Value of Twenty Pounds; and thereupon he brings his Suit; and he brings here into Court the Writing aforesaid, which testifies the Debt aforesaid, in Form aforesaid; the Date whereof is the Day and Year above-said.

A Declaration in Trover and Conversion.

(*Norwich* to wit) **A.** B. late of the City of *Norwich*, Haberdasher of Hats, was attached to answer C. D. of a Plea of Trespass upon the Case, and so forth. And whereupon the said C. by *John Markham* his Attorney, complains, That whereas the said C. the tenth Day of *May*, in the Year of our LORD One thousand seven hundred and thirty-five, at *Norwich* aforesaid, was possessed of divers Goods and Chattels, to wit, eight painted sliding wooden Shutters, one small wooden Shutter, not painted, one Show Board with Hats painted upon it, ten Deal Boards, and five Yards of blue and white Paper, to the Value of ten Pounds as of his own proper Goods and Chattels; and being so possessed thereof, the said C. casually lost the Goods and Chattels aforesaid out of his Hands and Possession, which said Goods and Chattels afterwards, to wit, the same Day and Year, at *Norwich* aforesaid, came to the Hands and Possession of the said A. by finding; yet the said A. knowing the Goods and Chattels aforesaid, to be the proper Goods and Chattels of the said C. and of Right to belong to him, but contriving, and fraudulently intending craftily and subtilly to deceive and defraud the said C. on this Behalf, hath not delivered the said Goods and Chattels to the said C. (though often requested) but afterwards, to wit, the same Day and Year aforesaid, at *Norwich* aforesaid, converted and disposed of the said Goods and Chattels to his the said *Alexander's* own proper Use, to the Damage of the said *William* of ten Pounds, and thereupon he brings Suit, and so forth.

A Declaration

A Declaration in Trespass.

The Town and County of *Newcastle upon Tyne*, (to wit) **A.** B. late of the said *Town of Newcastle upon Tyne*, in the County of the same Town, Baker and Brewer, was attached to answer to C. D. in a Plea, wherefore with Force and Arms, he took, carried away, detained and converted, and disposed of to his own Use the Coals of the said C. of the Value of Twenty Pounds, lately found at the Town of *Newcastle upon Tyne* aforesaid, in the County of the same Town, and did other Wrongs to the said C. to the great Damage of the said C. and against the Peace of our Sovereign Lord the King, that now is, &c. And whereupon the said C. by *Henry Ward* his Attorney, complains that the said A. on the First Day of *January*, in the Year of our LORD One thousand seven hundred and thirty-four, with Force and Arms, did take, carry away, detain and convert, and dispose of to his own Use, the Coals of the said C. to wit, fifty Fother of Coals of the Value of Twenty Pounds, found at the said Town of *Newcastle upon Tyne*, in the County of the same Town, and did other Wrongs to the said C. to the great Damage of the said C. and against the Peace of his said Majesty, whereby the said C. says that he is prejudiced and dampnified to the Value of Thirty Pounds, and thereupon he brings Suit, &c.

A Declaration

'A Declaration against two Administrators on a Bond of the Intestate.

Norfolk, (to wit) **A.** B. late of *Batblee*, otherwise *Bale*, in the said County, Gentleman, and C. D. late of *Saxlingham* in the said County, Yeoman, Administrators of the Goods and Chattels, Rights and Credits of E. F. late of *Guntborpe* in the said County, Tanner, deceased, otherwise lately called E. F. of, &c. [*As mentioned in the Bond*] were summoned to answer to G. H. of a Plea, that they render to him two hundred Pounds, which they owe and unjustly detain from him, *and so forth.* And whereupon the said G. H. by *Robert Haslewood*, his Attorney saith, that whereas the said E. F. in his Life-time, to wit, on the Third Day of *January*, in the Year of our LORD One thousand seven hundred and twenty-five, at *Guntborpe* aforesaid, by his certain Writing Obligatory, had acknowledged himself to be bound to the said G. H. in the said Two hundred Pounds, to be paid to the said G. H. when he should be thereunto required, yet the aforesaid E. F. in his Life-time, or the said A. B. and C. D. or either of them, since the Death of him the said E. F. (although often requested) have not, neither hath either of them rendred to the said G. H. the aforesaid Two hundred Pounds, but they have refused to render that to him; and the said A. B. and C. D. do, and either of them still doth refuse to render that to him, whereupon he saith that he is injured, and hath Damage to the Value of Two hundred Pounds, and thereupon he brings his Suit; and he brings here into Court the Writing Obligatory aforesaid, which testified the Debt aforesaid, in Form aforesaid; the Date whereof is the Day and Year abovesaid.

A Declaration

*A Declaration Qui tam, against a Person
for illegally exercising his Trade.*

*Easter Term, in the Eighth Year of King
George the Second.*

Town and Country of *Newcastle upon Tyne*, (to wit) **A.** B. late of the said Town and Country, Yeoman, was summoned to answer, as well our Sovereign Lord the King, that now is, as C. D. who sues as well for his said Majesty as for himself, in this Respect, in a Plea, that he render to his said Majesty and the said C. who as well, &c. Twenty-two Pounds which he owes to, and unjustly detains from them, &c. And whereupon the said C. who sues as well for his said Majesty as for himself, in this Respect, by *John Steel*, his Attorney says, that the said A. for the Space of eleven Months next before the Second Day of *January*, in the said Eighth Year of the Reign of his said Majesty, at the Town and Country of *Newcastle upon Tyne*, aforesaid, did Use and Exercise the Art, Mystery and Manual Occupation of a Baker, being a Trade, Mystery and Manual Occupation used and exercised within the Kingdom of *England*, on the Twelfth Day of *January*, in the Fifth Year of the Reign of her late Majesty Queen *Elizabeth*, and on the First Day of *May*, then next following, to wit, at the Town and Country of *Newcastle upon Tyne* aforesaid: *Whereas* the said A. on the said Twelfth Day of *January*, did not use or exercise the said Trade, Art or Manual Occupation of a Baker, or any other Art, Mystery or Manual Occupation, nor was brought up in the said Art, Mystery or Manual Occupation of a Baker, for the Space of Seven Years, as an Apprentice, contrary to the Form of the Statute in that Case lately made and provided; by Reason whereof, and by Force of that Statute, an Action accrued to his said Majesty; and the said C. who as well, &c. to demand and have of the said A. the said Twenty-two Pounds,

Pounds, to wit, forty Shillings for every Month of the said eleven Months; nevertheless the said A. (although often requested) has not yet rendred to his said Majesty and the said C. who as well, &c. the said twenty-two Pounds, or any Part thereof, but has hitherto denied, and still denies to render them the same; whereby the said C. who, as well, &c. says that he is prejudiced and dampnified to the Value of twelve Pounds; and thereupon, as well for his said Majesty as for himself, he brings Suit, &c.

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A Declaration in the King's Bench, for Goods sold and delivered.

London, (to wit) **A.** B. complains of C. D. in Custody of the Marshal of the Marshalsea of our Sovereign Lord the King, before the King himself being, for that, to wit, that whereas the aforesaid C. on the twenty-second Day of *April*, in the Year of our LORD One thousand seven hundred and thirty-five, at *London*, to wit, in the Parish of *St. Mary-le-Bow*, in the Ward of *Cheap*, was indebted to the said A. in twenty Pounds of lawful Money of *Great Britain*, for divers Goods, Wares and Merchandizes of him the said A. by him the said A. to the same C. and at her special Instance and Request, before that Time sold and delivered; and being so indebted, the aforesaid C. in Consideration thereof afterwards, to wit, the same Day and Year abovesaid at *London* aforesaid, in the Parish and Ward aforesaid, assumed upon herself, and to the same A. did then and there faithfully promise that she the aforesaid C. the aforesaid twenty Pounds to the same A. when she should be thereto afterwards required, would well and truly pay and content. *And whereas* also the aforesaid C. afterwards, to wit, the same Day and Year abovesaid, at *London* aforesaid, in the Parish and Ward aforesaid, in Consideration that the aforesaid A. at the like special Instance and Request of her the said C. had sold and delivered to her the said C. divers other Goods, Wares and Merchandizes of him the said A. took upon herself, and to the same A. did then and there faithfully promise that she the aforesaid C. so much Money as the Goods, Wares and Merchandizes last mentioned, at the Time of the Sale and Delivery of them reasonably were worth to the same A. when she should be thereto afterwards required, would well and truly pay and content; and the aforesaid A. avers that the Goods, Wares and Merchandizes last mentioned, were

were at the Time of the Sale and Delivery of the same reasonably worth another Sum of Twenty Pounds of like lawful Money of *Great Britain*, to wit, at *London* aforesaid, in the Parish and Ward aforesaid. And thereof the aforesaid C. afterwards, to wit, the same Day and Year aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, had Notice. And also whereas the aforesaid C. afterwards, to wit, the same Day and Year aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, was indebted to the same A. in other twenty Pounds of like lawful Money of *Great Britain*, for the like Sum of Money by him the said A. for the same C. at her special Instance and Request, before that Time paid, laid out and expended; and being so indebted, the aforesaid C. in Consideration thereof afterwards, to wit, the same Day and Year aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, took upon herself, and to the same A. did then and there faithfully promise that she the aforesaid C. the aforesaid twenty Pounds to the same A. when she should be thereto afterwards required, would well and truly pay and content. *Nevertheless* the aforesaid C. her several Promises and Undertakings aforesaid, in Form aforesaid made, little regarding, but contriving, and fraudulently intending the aforesaid A. in this Behalf, craftily and subtilly to deceive and defraud, the aforesaid several Sums of Money, or any Part thereof, to the same A. hath not yet paid, nor him for the same in any wise hath contented, although to do this the aforesaid C. afterwards, to wit, the same Day and Year aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, and oftentimes by the same A. hath been requested, but the same to him hitherto to pay or him for the same in any wise content, the said C. hath altogether refused, and still doth refuse, to the Damage of the said A. twenty Pounds, and therefore he brings his Suit, &c.

A Decla-

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A Declaration in Debt for Rent due.

— Term in the — Year of the Reign
of our Sovereign Lord —.

Northumberland. **A.** B. late of *Lipwood* in the County
aforesaid, Yeoman, and E. F.
of the same, in the said County, Yeoman, were summoned to answer C. D. of a Plea, that they render to him Twenty-one Pounds which to him they owe and unjustly detain, &c. And whereupon the said C. by *Robert Morris* his Attorney, saith, that whereas the said C. the First Day of *September*, One thousand seven hundred and thirty, at *Hexham* in the said County, did demise, and to farmlet to the said A. and E. All that his the said C's then Part and Share of the Messuages, Lands and Grounds to him then belonging, at and in a certain Village called *Lipwood*, in the said County, for them and their Assigns, To have and to occupy the same Premises, with the Appurtenances, from the Eleventh Day of *November*, commonly called *Martinmas-Day*, then next ensuing, for one whole Year then next following, and so from one Year to one Year, so long as the said C. should hold and enjoy the said Premises in *Lipwood*, in Right of A. his then Wife, yielding and paying therefore to the said C. yearly, and every Year, so long as they the said A. and E. should have and occupy the said Tenements, by Virtue of the said Demise, the yearly Rent or Sum of Ten Pounds ten Shillings, of lawful Money of *Great Britain*, at the four most usual Feasts or Days of Payment in the Year, (that is to say) on the Second Day of *Febr.* commonly called *Candlemas-Day*, on the First Day of *May*, commonly called *May-Day*, on the First Day of *August*, commonly called *Lammas-Day*, and on the Eleventh Day of *November*, called *Martinmas-Day*, in every Year,

Year, by even and equal Portions; the first Payment thereof to begin and be made on the Second Day of *February*, then next ensuing; by Virtue of which said Demise the said A. and E. then entred into the said Tenements, with the Appurtenances, to them demised, in the Manner as above set forth, and had held and occupied the same, until the Eleventh Day of *November*, in the Year of our LORD One thousand seven hundred and thirty-four, to which Time the said C. held and enjoyed the Tenements aforesaid, with the Appurtenances, in Right of A. his said Wife, and the Sum of Twenty-one Pounds was due on the Eleventh Day of *November* One thousand seven hundred thirty-four, for two Years Rent of the said annual Rent, for the said Tenements, with the Appurtenances, and the same is unpaid to the said C. whereby an Action accrued to the said C. to require and have of the said A. and E. the Sum of Twenty one Pounds. Nevertheless the said A. and E. altho' often required, the said Sum of Twenty-one Pounds, or any Part thereof to the said C. have not rendred, but the same to him to render, have refused, and doth refuse, whereupon he saith he is prejudiced, and hath Damage to the Value of Ten Pounds, and thereupon he brings this Suit, &c.

A Declaration

A Declaration for Work done, well penn'd.

— Term, in the — Year of the Reign
of our Sovereign Lord —.

Norwich, (to wit) **A.** B. late of the City of *Norwich*, Haberdasher of Hats, was attached to answer to C. D. of a Plea of Trespass upon the Case, *and so forth*. And whereupon the said C. by *John Markham* his Attorney, complains that whereas the said A. on the Fifth Day of *May*, in the Year of our LORD One thousand seven hundred and thirty-five, at *Norwich* aforesaid, was indebted to the said C. in Twenty Pounds of lawful Money of *Great Britain*, for Work, Labour and Service before that Time done and performed by the said C. for the said A. at his special Instance and Request; and being so therefore indebted; he the said A. in Consideration thereof afterwards, to wit, on the same Day and Year, at *Norwich* aforesaid, did assume upon himself, and to the said C. then and there did faithfully promise that he the said A. would pay to the said C. the said Sum of Twenty Pounds when the said A. should be thereunto afterwards requested. *And whereas* the said A. afterwards, to wit, on the same Day and Year, at *Norwich* aforesaid, in Consideration that the said C. at the like Instance and Request of the said A. had before that Time done and performed other Work, Labour and Service for the said A. did assume upon himself and to the said C. then and there faithfully promise, that he the said A. would pay to the said C. so much Money as he therefore reasonably deserved to have when the said A. should be thereunto afterwards requested. And the said C. in Fact faith, that he did therefore reasonably deserve to have of the said A. other Twenty Pounds of like lawful Money, to wit, at *Norwich* aforesaid, of which the said A. had then and there Notice. *And whereas* also the aforesaid A. afterwards, to wit, on the Sixth Day of *May*, in the

the Year abovesaid, at *Norwich* abovesaid, was indebted to the said C. in other Twenty Pounds of like lawful Money, for the Work and Labour of him the said C. by him in and about the Business of the said A. for the above named A. at the special Instance and Request of him the said A. before that Time done and perform'd; and being so thereupon indebted, the same A. in Consideration thereof afterwards, to wit, on the same Day and Year last abovesaid, at *Norwich* abovesaid, assumed upon himself, and to the said C. then and there faithfully promised, that he the same A. the abovesaid Twenty Pounds last mentioned to the same C. when afterwards he should be thereto requested, would well and faithfully pay and content. *And whereas* also the abovesaid A. afterwards, to wit, on the same Day and Year last abovesaid, at *Norwich* abovesaid, in Consideration that the abovesaid C. at the like special Instance and Request of him the said A. had applied his Industry, and done and performed divers other Works and Labours, in and about divers other Businesses of him the said A. assumed upon himself, and to the same C. then and there faithfully promised that he the same A. so much as he the said C. for his Industry, Works and Labours last mentioned, had reasonably deserved to have, to the same C. when afterwards he should be thereunto required, would well and faithfully pay and content. And the same C. in Fact says, that he for his Industry, Works and Labours last mentioned, reasonably deserved to have of the said A. another Sum of Twenty Pounds of like lawful Money, to wit, at *Norwich* abovesaid, whereof the abovesaid A. by the same C. then and there had Notice. *And whereas* also the abovesaid A. afterwards, to wit, on the same Day and Year last abovesaid, at *Norwich* abovesaid, had accounted with the above named C. concerning divers other Sums of Money to the said C. by the abovesaid A. before that Time due, and then being behind and unpaid, and upon that Account, the abovesaid A. was found in Arrearages towards the same C. in Ten Pounds eight Shillings and eleven Pence, of like lawful Money. And so being found in Arrearages, the abovesaid A. afterwards, to wit, on the same Day and

Year last abovesaid, at *Norwich* abovesaid, in Consideration thereof assumed upon himself, and to the above named C. then and there faithfully promised that he the abovesaid A. the same Ten Pounds eight Shillings and eleven Pence last mentioned to the said C. when afterwards he should be thereto required, would well and faithfully pay and content. *And whereas* also the abovesaid A. afterwards, to wit, on the same Day and Year abovesaid, at *Norwich* abovesaid, was indebted to the said C. in other ten Pounds eight Shillings and eleven Pence, upon a Reckoning between the said C. and the said A. then and there had and made, and being so indebted, the said A. in Consideration thereof, upon himself did assume, and to the said C. then and there faithfully did promise that he the said A. the said ten Pounds eight Shillings and eleven Pence last mentioned to the said C. when thereunto afterwards he should be requested, would well and faithfully pay and content. *Nevertheless* the said A. his several Promises and Assumptions abovesaid, in Form abovesaid made, in no wise regarding, but contriving and fraudulently intending the said C. on this Behalf craftily and subtilly to deceive and defraud, the abovesaid several Sums of Money, or any of them, to the said C. according to his several Promises and Assumptions abovesaid, (although to do this the said A. by the said C. afterwards, to wit, on the Eighth Day of May, in the Year last abovesaid, at *Norwich* abovesaid, was requested) hath not paid, or for them in any Manner contented, but them to him, hitherto to pay, or for them in any Manner to content, altogether hath refused, and yet doth refuse; whereupon the said C. saith that he is the worse, and hath Damage to the Value of Twenty Pounds, and thereupon he brings Suit, *and so forth.*

A Declaration

A Declaration for Breach of Promise.

— Term, in the — Year of the Reign
of —.

Northumberland. **G.** L. late of *Ascomb*, in the County
aforesaid, Yeoman, and **J. D.**
of the same, in the said County, Yeoman, were at-
tached to answer to **A. B.** of a Plea of Trespas upon
the Case, &c. And whereupon the said **A.** by *Robert
Morris* his Attorney, complaineth, That whereas on
the Nineteenth Day of *April*, in the Eighth Year of
the Reign of our Lord King *George II.* that now is, at
Hexham in the said County, a certain Discourse was had
and moved between the said **J. A.** and the said **G. L.** and
J. D. of and concerning divers Suits at Law then
depending between and amongst the said Parties; and
upon that Discourse the said **G.** and **J.** (in Consideration
the said **J. A.** had taken upon him, and to the said **G.**
and **J.** had then and there faithfully promised that he the
said **J. A.** would desist from further prosecuting a Suit
at Law, which the said **J. A.** had then before com-
menced against them the said **G.** and **J.** and acquit and
discharge them from all the then Demands of the said
J. A.) took upon themselves, and to the said **J. A.** then
and there faithfully promised, that not only a Suit at
Law then commenced by the said **G.** against the said **A.**
and all Proceedings thereupon to be had, should from
thenceforth cease and determine, but that they the said
G. and **J.** would also, upon Request, pay to the said
J. A. for his own Use, the Sum of Twenty Shillings
of lawful *British* Money, together with the further
Sum of Thirty-nine Shillings and Sixpence, expended
by the said **J. A.** in prosecuting a Suit at Law against
them the said **G.** and **J.** at his Suit; and would also
deliver up, upon the like Demand, to the said **J. A.**
a Promissory Note in Writing, signed by the said **J. A.**

whereby he had promised and obliged himself to pay to the said G. the Sum of Twenty Shillings, and also acquit and discharge him the said J. A. from all the then Demands of them the said G. and J. And the said J. A. in Fact saith, that he giving Credit to the Promises of the said G. and J. did desist from further prosecuting the said Suit at Law, commenced by him against the said G. and J. and did then acquit and discharge them from all the then Demands of him the said A. And also whereas the said G. and J. to wit, afterwards the said Nineteenth Day of *April*, in the Year aforesaid, at *Hexham* aforesaid, accounted together with the said J. A. of divers Sums of Money by them the said G. and J. to him the said A. before that Time owing; and upon that Account the said G. and J. were found in Arrear to the said J. A. in Fifty-nine Shillings and Sixpence of lawful *British* Money. And being so found in Arrear, the said G. and J. in Consideration thereof, took upon themselves, and to the said J. A. then and there faithfully promised that they the said G. and J. the said Fifty-nine Shillings and Sixpence to the said A. when they should be thereto requested, would well and truly pay; nevertheless the said G. and J. their several Promises, in Form aforesaid made, not regarding, but contriving and fraudulently intending the said J. A. in the Premises, cunningly and subtilly to deceive and defraud, the said several Sums, or any Part thereof to the said J. A. have not paid, nor otherwise for the same hitherto satisfied, nor hath the said G. delivered up to the said J. A. the said Promissory Note for the said Twenty Shillings (although afterwards the same Nineteenth Day of *April*, and often after at *Hexham* aforesaid, by the said J. A. they were thereto requested) whereupon the said J. A. saith that he is prejudiced, and hath Damage to the Value of Ten Pounds, and thereupon he brings his Suit, &c.

A Decla-

A Declaration in Trespass.

Suffolk, ss. **R.** B. late of *Woolpit* in the said County, Innkeeper, was attached to answer *W. B.* in a Plea, wherefore with Force and Arms the House of the said *W.* at *Rougham*, he broke and entred, and other Wrongs to him did, to the great Damage of the said *W.* and against the Peace of our Lord the now King, &c. and whereupon the said *W.* by *Thomas Kett* his Attorney, complains, that whereas the said *R.* on the Thirtieth of *December*, in the Eighth Year of the Reign of our Lord the now King, with Force and Arms, the House of the said *W.* at *Rougham* aforesaid, he broke and entred, and other Wrongs to him did, to the great Damage, &c. and against the Peace, &c. whereupon he saith he is prejudiced and hath Damage to the Value of one hundred Pounds, and thereupon he brings Suit, &c.

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